

## Chapter II

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

#### A. TREATIES CONCERNING THE LEGAL STATUS OF THE UNITED NATIONS

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

During 2008, the following State acceded to the Convention:

<i>State</i>	<i>Date of receipt of instrument of accession</i>
Micronesia (Federated States of)	5 December 2008

As at 31 December 2008, there were 157 States parties to the Convention.\*\*

##### 2. Agreements relating to missions, offices and meetings

###### (a) Supplementary Agreement to the Agreement between the United Nations Economic Commission for Latin America and the Caribbean and the Government of Chile, signed on 16 February 1953.\*\*\* Santiago, 28 December 2007\*\*\*\*

The Government of the Republic of Chile and the United Nations Economic Commission for Latin America and the Caribbean (ECLAC),

Considering:

That the Government of Chile and the United Nations Economic Commission for Latin America signed an Agreement on 16 February 1953, as well as two notes dated 23 and 29 December 1953, respectively, which were aimed at supplementing and clarifying that text, in order to regulate conditions for the operation, in Chile, of the Headquarters

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

\*\* For the list of the States parties, see *Multilateral Treaties Deposited with the Secretary-General*, available at <http://treaties.un.org/Pages/ParticipationStatus.aspx>.

\*\*\* United Nations, *Treaty Series*, vol. 314, p. 49.

\*\*\*\* Entered into force on 26 April 2008, in accordance with article 8.

of ECLA, which was established by Economic and Social Council resolution 106 (VI) of 25 February 1948;

That article XI, section 20 (a), of the 1953 Agreement provides that “the Government and ECLA may enter into such supplementary agreements as may be necessary within the scope of that Agreement”;

That the definition of an official of ECLAC as set forth in article I, section 1, paragraph (h), is in need of reinterpretation with respect only to the privileges extended by the Government of Chile to accredited officials; and

That a modern, efficient and effective accreditation system is indispensable,  
Have agreed as follows:

#### *Article 1*

As from the entry into force of this Agreement, and for the purposes set forth in the provisions of article VII of the 1953 Agreement, the expression “officials of ECLAC” shall be understood to refer to all staff members of the Commission who are employed by the United Nations. For the purposes of accreditation and incorporation, a distinction shall be made between senior international officials and international officials.

#### *Article 2*

As from the entry into force of this Agreement, “senior international officials of ECLAC” shall mean officials employed by the United Nations at the levels of P 5, D-1, D-2, L-5, L-6 and L-7. These officials shall be covered by section 00.05 of the Customs Tariff, or by such provisions as may supersede it. They shall be accredited as “senior international officials” in accordance with the provisions of article VII, section 15, of the 1953 Agreement. They shall be subject to the provisions of article VII, section 13, paragraphs (a) to (h) of that Agreement.

#### *Article 3*

As from the entry into force of this Supplementary Agreement, senior international officials of ECLAC who have been recognized as such by the Ministry of Foreign Affairs shall be permitted to import, free of customs duty, a maximum of three motor vehicles during the period of their service, irrespective of the duration thereof.

#### *Article 4*

As from the entry into force of this Agreement, “international officials of ECLAC” shall mean all officials employed by the United Nations at the levels of P 1, P-2, P-3, P-4, L-1, L-2, L-3 and L-4. Such officials shall be subject to the provisions set forth in article VII, section 13, paragraphs (a) to (h) of the 1953 Agreement. They shall be accredited as international officials.

Such officials shall be entitled to a free-on-board one-time installation grant of US\$ 30,000, which may be used only within the first 12 months of service reckoned from the date on which the official was accredited.

Household articles and personal effects may be imported as part of the installation grant. A vehicle may be imported once only and within 12 months of the date of accreditation of the official. The said vehicle shall be entitled to diplomatic licence plates.

The aforementioned household articles, personal effects and vehicles may be imported free of customs duty or other charges, and shall be exempt from prohibitions and restrictions on importation. The vehicle shall be registered in accordance with the regulations established for the resident diplomatic corps.

*Article 5*

On applying to the Government of Chile for accreditation of an official, ECLAC shall submit a document certifying the level of the official's post under the 100 and 200 series of the United Nations Staff Rules. Every six months, the Commission shall also provide the Ministry of Foreign Affairs with a system staff list as an additional instrument for grade verification.

*Article 6*

This Agreement shall not in any event affect the status of former ECLAC officials who have, prior to its entry into force, been recognized by the Government of Chile as senior members of the regular international staff or equivalent.

*Article 7*

The maximum of three motor vehicles established in article 3 shall not include any vehicles acquired by ECLAC officials prior to the entry into force of this Agreement.

*Article 8*

This Supplementary Agreement shall enter into force thirty (30) days after the date on which the Government of Chile informs ECLAC in writing that it has been approved in accordance with the relevant procedures of domestic law.

*Provisional article*

Officials of ECLAC who have been accredited by the Government of Chile prior to the entry into force of this Supplementary Agreement shall, on its entry into force, be subject to the provisions of articles 2, 3 and 7 thereof. Such officials shall be recognized as "senior international officials".

Done in Santiago, Chile, on 28 December 2007, in the Spanish language, in two equally authentic copies.

For the Government of Chile:

[Signed] MR. Albert Van Klaveren Stork  
Minister for Foreign Affairs *ad interim*

For the Economic Commission for Latin  
America and the Caribbean:

[Signed] MR. José Luis Machinea  
Executive Director

**(b) Status-of-Forces Agreement between the Republic of Cyprus and  
the United Nations in connection with the support, supplementation and  
enhancement of the United Nations Interim Force in Lebanon.  
New York, 25 February 2008\***

I. DEFINITIONS

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

(a) "aircraft" means aircraft in use by the United Nations or by participating States in support of UNIFIL activities;

(b) "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;\*\*

(b) "Force Commander" means the Force Commander of UNIFIL appointed by the Secretary-General of the United Nations. Any reference to the Force Commander in this Agreement shall, except in paragraph 21, include any member of UNIFIL to whom he or she delegates a specified function or authority;

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

(d) "Members" means the Force Commander and any personnel of UNIFIL;

(e) "Participating State" means a Member State of the United Nations contributing personnel to the military component of UNIFIL and acting in accordance with the Charter of the United Nations;

(f) "UNIFIL" means the United Nations Interim Force in Lebanon, including its Maritime Task Force (MTF) established as a maritime subcomponent of its military component;

(g) "vehicles" means vehicles in use by the United Nations or by participating States in support of UNIFIL activities;

(h) "vessels" means vessels in use by the United Nations in support of UNIFIL 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 UNIFIL or any member thereof apply in the Republic of Cyprus in respect of:

(a) UNIFIL vessels that make visits to the port of Limassol for the purpose of refueling, removing waste, taking on board supplies or rotating their crews, both for the duration of any such visit and while navigating through the territorial waters of the Republic of Cyprus for the purpose of proceeding to the port of Limassol in order to make such a visit and while navigating through those waters for the purpose of proceeding from the port of Limassol back to their patrolling area off the coast of Lebanon after making any such visit;

\* Entered into force on 25 February 2008 by signature, in accordance with paragraph 52.

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

(b) the crew members of those vessels during the course of any such visits and voyages, those crew members being considered during those times to be members of UNIFIL with the status of military members of UNIFIL's military component;

(c) new crew members arriving in the Republic of Cyprus to join UNIFIL vessels at the port of Limassol and former crew members rotating out of UNIFIL vessels at the port of Limassol and returning from the Republic of Cyprus to their country of origin, those crew members being considered during those times to be members of UNIFIL with the status of military members of UNIFIL's military component;

(d) national support elements deployed by participating States to the Republic of Cyprus for the purpose of providing logistic support to UNIFIL vessels at the port of Limassol, such elements being considered members of UNIFIL with the status of either military or civilian members of UNIFIL's military component, as the case may be;

(e) property, equipment, provisions, supplies, materials and other goods, including vehicles and aircraft, deployed by participating States to the Republic of Cyprus for the purpose of providing logistic support to UNIFIL vessels at the port of Limassol, such property, equipment, provisions, supplies, materials, goods and means of transport being considered property, funds and assets of participating States used in connection with UNIFIL.

### III. APPLICATION OF THE CONVENTION

3. The Convention on the Privileges and Immunities of the United Nations of 13 February 1946 shall apply to UNIFIL subject to the provisions specified in the present Agreement.

4. UNIFIL, its property, funds and assets, and its members, including the Force Commander, shall enjoy the privileges and immunities specified in the present Agreement as well as those provided for in the Convention, to which the Republic of Cyprus is Party.

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

### IV. STATUS OF THE PEACEKEEPING OPERATION

6. UNIFIL 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. UNIFIL and its members shall observe and respect the laws, regulations, customs and traditions of the Republic of Cyprus and shall be obliged not to interfere in the internal affairs of the Republic of Cyprus. The Force Commander shall take all appropriate measures to ensure the observance of those obligations.

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

#### *United Nations flag and vehicle markings*

8. The Government recognizes the right of UNIFIL to display within the Republic of Cyprus the United Nations flag on its vehicles, vessels and otherwise as decided by the Force Commander. Other flags or pennants may be displayed only in exceptional cases.

In these cases, UNIFIL shall give sympathetic consideration to observations or requests of the Government of the Republic of Cyprus.

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

#### *Communications*

10. UNIFIL shall enjoy the facilities in respect to 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 task. 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) UNIFIL shall have authority to install and operate radio sending and receiving stations as well as satellite systems to connect appropriate points within the territory of the Republic of Cyprus with each other and with United Nations offices in other countries, and to exchange traffic with the United Nations global telecommunications network. The telecommunication services shall be operated in accordance with the International Telecommunication Convention and Regulations and the frequencies on which any such station may be operated shall be decided upon in co-operation with the Government and shall be communicated by the United Nations to the International Frequency Registration Board.

(b) UNIFIL shall enjoy, within the territory of the Republic of Cyprus, the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, telegraph, facsimile or any other means, and of establishing the necessary facilities for maintaining such communications, including the establishment of 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 telegraphs, telex and telephones 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 telegraphs, telex and telephones will be charged at the most favourable rate.

(c) UNIFIL may make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of UNIFIL. The Government shall be informed of the nature of such arrangements and shall not interfere with or apply censorship to the mail of the United Nations peacekeeping operation or its members. In the event that postal arrangements applying to private mail of members of the United Nations peacekeeping operation 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. UNIFIL and its members shall enjoy, together with its vehicles, vessels, aircraft and equipment, freedom of movement throughout the Republic of Cyprus. That freedom shall, with respect to large movements of personnel, stores or vehicles through airports or

on railways or roads used for general traffic within the Republic of Cyprus be coordinated with the Government. The Government undertakes to supply UNIFIL, where necessary, with maps and other information, including locations of mine fields and other dangers and impediments, which may be useful in facilitating its movements.

13. Vehicles, including all military vehicles, vessels and aircraft of UNIFIL shall not be subject to registration or licensing by the Government provided that all such vehicles shall carry the third party insurance required by relevant legislation.

14. UNIFIL and its members, together with its vehicles, vessels and aircraft, may use roads, bridges, canals and other waters, port facilities and airfields without the payment of dues, tolls or charges, including wharfage charges. However, UNIFIL and its members, vehicles, vessels and aircraft will not claim exemption from charges which are in fact charges for services rendered.

#### *Privileges and immunities of the United Nations peacekeeping operation*

15. UNIFIL, as a subsidiary organ of the United Nations, enjoys the status, privileges and immunities of the United Nations in accordance with the Convention. The provision of Article II of the Convention which applies to UNIFIL shall also apply to the property, funds and assets of participating States used in the Republic of Cyprus in connection with the national contingents serving in UNIFIL, as provided for in paragraph 5 of the present Agreement. The Government recognizes the right of UNIFIL in particular:

(a) To import, free of duty or other restrictions, equipment, provisions, supplies and other goods which are for the exclusive and official use of UNIFIL;

(b) To re-export such equipment, provisions, supplies and other goods so imported.

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

## V. FACILITIES FOR UNIFIL

### *Vessels*

16. Without prejudice to the fact that the waters through which they are navigating or in which they are anchored or berthed remain territorial or internal waters of the Republic of Cyprus, UNIFIL vessels shall be inviolable and subject to the exclusive control and authority of the United Nations.

17. The United Nations alone may consent to the boarding of UNIFIL vessels by any government officials or of any other person not member of UNIFIL.

18. UNIFIL shall have the right, where necessary, to generate, aboard its vessels, electricity for the use of those vessels and their crews.

19. UNIFIL 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.

## VI. STATUS OF THE MEMBERS OF UNIFIL

*Privileges and immunities*

20. The Force Commander and such high-ranking members of the Force Commander's staff as may be agreed upon with the Government shall have the status specified in Sections 19 and 27 of the Convention.

21. Military personnel of national contingents of participating States assigned to the military component of UNIFIL shall have the privileges and immunities specifically provided for in the present Agreement.

22. Members of UNIFIL 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 the Republic of Cyprus. They shall also be exempt from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.

23. Members of UNIFIL shall have the right to import free of duty their personal effects in connection with their arrival in the Republic of Cyprus. They shall be subject to the laws and regulations of the Republic of Cyprus governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in the Republic of Cyprus with UNIFIL. Special facilities will be granted by the Government for the speedy processing of entry and exit formalities for all members of UNIFIL, including the military component, upon prior written notification. On departure from the Republic of Cyprus, members of UNIFIL may, notwithstanding the above-mentioned exchange regulations, take with them such funds as the Force Commander 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 UNIFIL.

24. The Force Commander shall cooperate with the Government and shall render all assistance within his or her power in ensuring the observance of the customs and fiscal laws and regulations of the Republic of Cyprus by the members of UNIFIL, in accordance with the present Agreement.

*Entry, residence and departure*

25. The Force Commander and members of UNIFIL shall, whenever so required by the Force Commander, have the right to enter into, reside in and depart from the Republic of Cyprus.

26. The Government of the Republic of Cyprus undertakes to facilitate the entry into and departure from the Republic of Cyprus of the Force Commander and members of UNIFIL and shall be kept informed of such movement. For that purpose, the Force Commander and members of UNIFIL shall be exempt from passport and visa regulations and immigration inspection and restrictions on entering into or departing from the Republic of Cyprus. They shall also be exempt from any regulations governing the residence of aliens in the Republic of Cyprus, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in the Republic of Cyprus.

27. For the purpose of such entry or departure, members of UNIFIL shall only be required to have: (a) an individual or collective movement order issued by or under the authority of the Force Commander or any appropriate authority of a participating State; and



(b) a personal identity card issued in accordance with paragraph 28 of the present Agreement, except in the case of first entry, when the personal identity card issued by the appropriate authorities of a participating State shall be accepted in lieu of the said identity card.

#### *Identification*

28. The Force Commander shall issue to each member of UNIFIL before or as soon as possible after such member's first entry into the Republic of Cyprus, a numbered identity card, which shall show full name, date of birth, title or rank, service (if appropriate) and photograph. Except as provided for in paragraph 27 of the present Agreement, such identity card shall be the only document required of a member of UNIFIL.

29. Members of UNIFIL shall be required to present, but not to surrender, their UNIFIL identity cards upon demand of an appropriate official of the Government.

#### *Uniform and arms*

30. Military members of UNIFIL shall wear, while performing official duties, the national military uniform of their respective States with standard United Nations accoutrements. The wearing of civilian dress by the above-mentioned members of UNIFIL may be authorized by the Force Commander at other times. Military members of UNIFIL may possess and carry arms while on duty in accordance with their orders.

#### *Permits and licences*

31. The Government agrees to accept as valid, without tax or fee, a permit or licence issued by the Force Commander for the operation by any member of UNIFIL of any UNIFIL transport or communication equipment which carries the insurance specified in Article 13 and for the practice of any profession or occupation in connection with the functioning of UNIFIL, provided that no licence to drive a vehicle or pilot an aircraft shall be issued to any person who is not already in possession of an appropriate and valid licence.

32. Without prejudice to the provisions of paragraph 30, the Government further agrees to accept as valid, without tax or fee, a permit or licence issued by the Force Commander to a member of UNIFIL for the carrying or use of firearms or ammunition in connection with the functioning of UNIFIL.

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

33. The Force Commander shall take all appropriate measures to ensure the maintenance of discipline and good order among members of UNIFIL. To this end personnel designated by the Force Commander shall police the vessels of UNIFIL 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 in so far as such employment is necessary to maintain discipline and order among members of UNIFIL.

34. The military police of UNIFIL shall have the power of arrest over the military members of UNIFIL. 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 33 above may take into custody any other person on the vessels of UNIFIL. 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 vessel.

35. Subject to the provisions of paragraph 21, officials of the Government may take into custody any member of UNIFIL:

(a) When so requested by the Force Commander; or

(b) When such a member of UNIFIL 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 UNIFIL, whereafter the provisions of paragraph 41 shall apply *mutatis mutandis*.

36. When a person is taken into custody under paragraph 34 or paragraph 35 (b), UNIFIL 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.

37. UNIFIL 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 34-36.

38. In accordance with operative paragraph 5 (a) of Security Council resolution 1502 (2003) of 26 August 2003 and operative paragraph 13 of General Assembly resolution 61/133 of 14 December 2006, the provisions of the Convention on the Safety of United Nations and Associated Personnel, to which the Republic of Cyprus is party, having acceded thereto on 1 July 2003, shall apply in respect of members, equipment, vehicles, vessels and aircraft of UNIFIL in the Republic of Cyprus.

39. The Government shall ensure the prosecution of persons subject to its criminal jurisdiction who are accused of acts in relation to UNIFIL or its members which, if committed in relation to the forces of the Government, would have rendered such acts liable to prosecution.

#### *Jurisdiction*

40. All members of UNIFIL 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 UNIFIL and after the expiration of the other provisions of the present Agreement.

41. Should the Government consider that any member of UNIFIL has committed a criminal offence, it shall promptly inform the Force Commander and present to him or her any evidence available to it. Subject to the provisions of paragraph 21:

(a) If the accused person is a civilian member of the military component, the Force Commander shall conduct any necessary supplementary inquiry and then agree with the Government whether or not criminal proceedings should be instituted. Failing such agree-

ment, the question shall be resolved as provided in paragraph 46 of the present Agreement.

(b) Military members of the military component of UNIFIL 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 the Republic of Cyprus.

42. If any civil proceeding is instituted against a member of UNIFIL before any court of the Republic of Cyprus, the Force Commander shall be notified immediately, and he or she shall certify to the court whether or not the proceeding is related to the official duties of such member:

(a) If the Force Commander certifies that the proceeding is related to official duties, such proceeding shall be discontinued and the provisions of paragraph 44 of the present Agreement shall apply.

(b) If the Force Commander certifies that the proceeding is not related to official duties, the proceeding may continue. If the Force Commander certifies that a member of UNIFIL is unable because of official duties or authorized absence to protect his or her interests in the proceeding, the court shall at the defendant's request suspend the proceeding until the elimination of the disability, but for not more than ninety days. Property of a member of UNIFIL that is certified by the Force Commander to be needed by the defendant for the fulfilment of his or her official duties shall be free from seizure for the satisfaction of a judgment, decision or order. The personal liberty of a member of UNIFIL shall not be restricted in a civil proceeding, whether to enforce a judgment, decision or order, to compel an oath or for any other reason.

#### *Deceased members*

43. The Force Commander shall have the right to take charge of and dispose of the body of a member of UNIFIL who dies in the Republic of Cyprus, as well as that member's personal property located within the Republic of Cyprus, in accordance with United Nations procedures.

### VII. SETTLEMENT OF DISPUTES

44. Except as provided in paragraphs 46, any dispute or claim of a private law character to which UNIFIL or any member thereof is a party and over which the courts of the Republic of Cyprus 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 and binding, unless the Secretary-General of the United Nations and the Government permit an appeal to a tribunal established in accordance with paragraph 46. The awards of the commission shall be notified to the parties and, if against a member of UNIFIL the United Nations peacekeeping operation, the Force Commander or the Secretary-General of the United Nations shall use his or her best endeavours to ensure compliance.

45. In accordance with operative paragraph 12 of General Assembly resolution 52/247 of 26 June 1998, third-party claims for property loss or damage and for personal injury, illness or death arising from or directly attributed to the activities of UNIFIL or its members in the Republic of Cyprus, 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 44 above, provided that the claim is submitted within one year 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 one year from the time he or she had discovered the loss or injury, but in any event not later than one year after the termination of UNIFIL's mandate. It is nevertheless understood that, in exceptional circumstances, such as those described in paragraph 20 of the report of the Secretary-General of the United Nations to the General Assembly dated 21 May 1997 (United Nations document A/51/903), the United Nations may accept for consideration a claim made at a later date. Upon determination of liability as provided in this Agreement, the United Nations shall pay compensation within the financial limitations approved by the General Assembly in its resolution 52/247 of 26 June 1998.

46. Any other dispute between UNIFIL and the Government, and any appeal that both of them agree to allow from the award of the Standing Claims Commission established pursuant to paragraph 44 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.

47. All differences between the United Nations and the Government of the Republic of Cyprus 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.

#### VIII. SUPPLEMENTAL ARRANGEMENTS

48. The Force Commander and the Government may conclude supplemental arrangements to the present Agreement.

#### IX. LIAISON

49. The Force Commander and the Government shall take appropriate measures to ensure close and reciprocal liaison at every appropriate level.

## X. MISCELLANEOUS PROVISIONS

50. Wherever the present Agreement refers to the privileges, immunities and rights of UNIFIL and to the facilities the Republic of Cyprus undertakes to provide to UNIFIL, the Government shall have the ultimate responsibility for the implementation and fulfilment of such privileges, immunities, rights and facilities by the appropriate local Republic of Cyprus authorities.

51. The present Agreement is concluded for the sole purpose of assisting in the implementation of Security Council resolution 1701 (2006) of 11 August 2006 and relevant resolutions recalled therein.

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

53. The present Agreement shall remain in force until the earlier of the following events:

(a) the departure of the final element of UNIFIL from the Republic of Cyprus;

(b) termination of the present Agreement by the giving of three months notice by the Secretary-General of the United Nations or by the Government of the Republic of Cyprus as the case may be.

54. Notwithstanding the termination of the present Agreement in accordance with paragraph 53:

(a) The provisions of paragraphs 38, 40, 46 and 49 shall remain in force;

(b) The provisions of paragraph 44 and 45 shall remain in force until all claims have been settled that arose prior to the termination of the present Agreement and were submitted prior to or within one year after termination of UNIFIL's mandate.

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

Done at New York on the 25 day of February of the year 2008, in two original copies in the English language.

For the United Nations

[Signed] JEAN-MARIE GUÉHENNO

Under-Secretary-General for Peacekeeping Operations

For the Government of the Republic of Cyprus

[Signed] ANDREAS D. MAVROYIANNIS

Permanent Representative of the Republic of Cyprus to the United Nations in New York

**(c) Exchange of letters constituting an agreement between the United Nations and the Government of the Kingdom of Lesotho regarding the hosting of “Workshop on Household Surveys and Measurement of Labor Force with Focus on Informal Economy”. New York, 4 March 2008 and 2 April 2008\***

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4 March 2008

Excellency,

I have the honor to refer to the arrangements concerning the “Workshop on Household Surveys and Measurement of Labor Force with Focus on Informal Economy” (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”), and the Government of the Kingdom of Lesotho represented by the National Statistical Office (hereinafter referred to as “the Government”). The Workshop will be held the National Convention Center in Maseru, Lesotho, from 14 to 18 April 2008.

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) up to 21 participants from Southern African Development Community countries selected by the United Nations;

(b) up to 10 local government officials selected by the Government;

(c) up to 2 officials from the United Nations;

(d) other participants invited by the United Nations and the Government, including representatives of regional and international organizations and the United Nations system.

2. The total number of participants will be approximately 38. 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) planning and running of the Workshop and the preparation of the appropriate documentation;

(b) invitations as well as the selection of participants as specified in paragraphs 1 (a), 1 (c) and 1 (d);

(c) administrative arrangements and costs relating to the issuance of airline tickets and the payment of subsistence allowance for the participants as specified in paragraphs 1 (a) and 1 (c);

(d) substantive support during and after the Workshop.

5. The Government will be responsible for:

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\* Entered into force on 2 April 2008, in accordance with the provisions of the said letters.

- (a) local counterpart staff to assist with the planning and any necessary administrative support during the Workshop;
- (b) reproduction of the Workshop materials;
- (c) any necessary office supplies and equipment, including stationery, personal computers, printers and photocopiers;
- (d) invitation as well as any costs related to the participation of national participants as specified in paragraph 1 (b);
- (e) conference facilities for the Workshop.

6. The cost of transportation and daily subsistence allowance for other participants as specified in paragraph 1 (d) will be the responsibility of their organizations.

7. 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"), to which the Government is a party, shall be applicable in respect of the Workshop. In particular, the participants invited by 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 under articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly on 21 November 1947;

(b) 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;

(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 Workshop;

(d) All participants and all persons performing functions in connection with the Workshop shall have the right of unimpeded entry into and exit from Lesotho. Visas and entry permits, where required, shall be granted free of charge and issued 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. Arrangements 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.

8. The Government shall furnish such police protection as may be required to ensure the effective functioning of the Workshop 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 officer provided by the Government, this officer shall work in close co-operation with a designated senior official of the United Nations.

9. 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 conference or office premises provided for the Workshop;

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

(c) the employment for the Workshop of personnel provided or arranged for by the Government; and

(d) 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 or to any other applicable agreement, shall, unless the Parties otherwise agree, be resolved by negotiations or other agreed mode of settlement. If, within three months from the date of the first meeting between the Parties, such dispute is not settled by negotiation or any other agreed mode of settlement, it shall be submitted at the request of either Party for a final decision to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government and the third, who shall be the Chairperson, by the other two arbitrators. If either Party does not appoint an arbitrator within three months of the other Party having notified the name of its arbitrator, or if the first two arbitrators do not, within three months of the appointment or nomination of the second one of them, appoint the Chairperson, then such arbitrators 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 Kingdom of Lesotho 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 its preparation and for the completion of its work and for the resolution of any matters arising out of the Agreement.



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

[Signed] SHA ZUKANG  
Under-Secretary-General

H.E. Mr. Lebohang Fine Maema, KC  
Permanent Mission of the Kingdom  
of Lesotho to the United Nations  
New York

## II

Re: Host Country Agreement

2 April 2008

Excellency,

I have the honour to refer to your letter reference DESA-08/54 of 4 March 2008 relating to the proposed arrangements for the hosting of the “Workshop on Household Surveys and Measurement of Labor Force with Focus on Informal Economy” to be held in Maseru, Lesotho from 14 to 18 April 2008.

In reply, I have the honour to confirm that the terms of your proposal are acceptable to the Government of the Kingdom of Lesotho.

Consequently, your letter and this reply shall constitute an Agreement between the United Nations and the Government of the Kingdom, which shall enter into force on today’s date, shall remain in force for the duration of the workshop, and for such additional period as necessary for its preparation and for all matters relating to any of its provisions to be settled.

Accept, Excellency, the assurances of my highest consideration.

[Signed] LIPUO MOTEETEE (Ms.)  
Chargé d’affaires a.i.  
Permanent Mission of the Kingdom of Lesotho

Mr. Sha Zukang  
Under-Secretary-General  
Department of Economic and Social Affairs  
United Nations  
New York

**(d) Agreement between the United Nations and the Government of the Republic of the Fiji Islands relating to the establishment in Fiji of the Pacific operations centre of the United Nations Economic and Social Commission for Asia and the Pacific. Bangkok, 12 May 2008\***

The United Nations and the Government of the Republic of the Fiji Islands,

*Considering* that at its 60th Session the United Nations Economic and Social Commission for Asia and the Pacific, by resolution 60/6 of 28 April 2004 on the Revitalization

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\* Entered into force on 12 May 2008 by signature, in accordance with article XII.

of the UNESCAP Pacific Operations Centre (EPOC) decided to move the Pacific Operations Centre to the Republic of the Fiji Islands from the Republic of Vanuatu;

*Desiring* to conclude an agreement for the purpose of the establishment of a Pacific Operations Centre in the Republic of the Fiji Islands;

*Whereas* the Government of the Republic of the Fiji Islands agrees to ensure the availability of all the necessary facilities to enable the Pacific Operations Centre to perform its functions and any related activities;

*Have agreed* as follows:

## *Article I. Definitions*

### *Section 1*

In this Agreement, unless the context otherwise requires, the following terms have the following meanings:

- (a) "The EPOC" means the United Nations ESCAP Pacific Operations Centre;
- (b) "ESCAP" means the United Nations Economic and Social Commission for Asia and the Pacific;
- (c) "The Government" means the Government of the Republic of the Fiji Islands;
- (d) "Head" means the Head of the EPOC or his authorized representative;
- (e) "Laws of Fiji" means the Constitution and Laws of the Republic of the Fiji Islands, and includes decrees, ordinances regulations and orders, issued by or under authority of the Government or its agencies;
- (f) "Working Site" means the premises occupied by the EPOC, including any buildings and the land ancillary thereto as may be utilized for the purposes of the EPOC;
- (g) "Archives of the EPOC" means all records, correspondence, documents and other materials belonging to or held by or on behalf of the EPOC;
- (h) The expression "officials of the EPOC" means the Head and all members of his staff whether stationed in the Republic of the Fiji Islands or elsewhere and who are assigned to the Republic of the Fiji Islands for any period of time for the purpose of the EPOC, irrespective of nationality, with the exception of officials or employees who are both locally recruited and assigned to hourly rates;
- (i) The expression "expert of the EPOC" means expert on missions for the United Nations as referred to in Section 22 of the Convention on the Privileges and Immunities of the United Nations;
- (j) "Property" means all property including funds, assets and rights belonging to the EPOC or held or administered by it in furtherance of its constitutional functions;
- (k) "General Convention" means the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946,<sup>\*</sup> to which the Republic of the Fiji Islands is a party;
- (l) "Representatives of Governments" includes all delegates, deputy delegates, representatives, alternates, advisers, technical experts, and secretaries of delegates.

<sup>\*</sup> United Nations, *Treaty Series*, vol. 1, p.15, and vol. 90, p. 327 (corrigendum to vol. 1).

*Article II. Juridical personality and capacity*

*Section 2*

The United Nations acting through the EPOC shall have full juridical personality and in particular the full capacity:

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

*Article III. Control of working site*

*Section 3*

The Working Site shall be under the control and authority of the EPOC.

*Section 4*

(a) The Working Site shall be inviolable. Government officers and officials shall not enter the Working Site to perform their official duties except upon the agreement or at the request of the Head of the EPOC

(b) Without prejudice to the provisions of the General Convention or of this Agreement, the EPOC shall prevent the Working Site from being used as a refuge by persons who are required by the Government for extradition to another country, or who are endeavouring to avoid service of legal process or judicial proceedings;

(c) The archives of the EPOC and in general all documents belonging to or held by the EPOC shall be inviolable.

*Section 5*

(a) The appropriate authorities of the Republic of the Fiji Islands shall exercise due diligence to ensure that the tranquillity of the Working Site is not disturbed by any person attempting unauthorized entry or creating disturbance in the immediate vicinity of the Working Site;

(b) If so requested by the United Nations or the Head of the EPOC, the appropriate authorities of the Republic of the Fiji Islands shall provide a sufficient number of police for the preservation of law and order in the Working Site, and for the removal therefrom of offenders.

*Article IV. Property, funds and assets*

*Section 6*

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

### *Section 7*

The Working Site and the property of the EPOC, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

### *Section 8*

The assets, income and other property of the EPOC shall be exempt:

- (a) From any form of direct taxation. The EPOC, however, will not claim exemption from taxes, which are, in fact, no more than charges for public utility services;
- (b) From customs duties and from prohibitions and restrictions on imports and exports in respect of articles imported or exported by the EPOC for its official use, on the understanding that articles imported under such immunity shall not be sold within the country except in accordance with conditions to be mutually agreed upon;
- (c) From customs duties and prohibitions and restrictions in respect of the import and export of its publications.

### *Section 9*

The EPOC shall be exempt from excise duties, sales, and luxury taxes and all other indirect taxes when it is making important purchases for official use by the EPOC of property on which such duties or taxes are normally chargeable. However, EPOC will not, as a general rule, claim exemption from excise duties, and from taxes on the sale of movable and immovable property which form part of the price to be paid, and cannot be identified separately from the sales price.

### *Section 10*

Notwithstanding financial controls, regulations or moratoria of any kind, the United Nations acting through the EPOC may in the Republic of the Fiji Islands, freely:

- (i) Purchase, hold and dispose of any funds, currencies, financial instruments and securities, operate accounts in any currency, engage in financial transactions and conclude financial contracts; and,
- (ii) Transfer its funds, currencies, financial instruments, securities, to or from the Republic of the Fiji Islands, from or to any other country or within the Republic of the Fiji Islands and convert any currency held by it into any other currency.

## *Article V. Communications*

### *Section 11*

(a) For postal, telephone, telegraph, internet or e-mail communications, etc., the Government shall accord to the EPOC a treatment equivalent to that accorded to all other Governments including their diplomatic missions, or to other intergovernmental organizations in regard to any priorities, tariffs and charges on mail, cablegrams, telephotos, telephone calls and other communications;

(b) The Government shall secure the inviolability of the official communications of the EPOC, whatever the means of communications employed, and shall not apply any censorship to such communications;

(c) The EPOC shall have the right to use codes and to despatch and receive official communications, whatever the means of communications employed.

#### *Section 12*

The United Nations may install and operate in the Republic of the Fiji Islands point-to-point telecommunication facilities and other communication and transmission facilities as may be necessary to facilitate communications with the EPOC both from within and outside the Republic of the Fiji Islands.

### *Article VI. Representatives of Governments*

#### *Section 13*

Representatives of Governments participating in the work of the EPOC or in any conferences which may be convened by the United Nations at the Working Site shall be entitled in the Republic of the Fiji Islands while exercising their official functions and during their journey to and from the Working Site, to the same privileges and immunities as are specified in article IV of the General Convention.

### *Article VII. Access and residence*

(a) The appropriate authorities of the Republic of the Fiji Islands shall not interfere with the transit to or from Headquarters of persons holding official posts therein or of persons invited thereto in connection with the official work and activities of the EPOC upon their arrival in, or departure from, the Republic of the Fiji Islands.

(b) The Government undertakes, for this purpose, to allow the entry into and residence in the Republic of the Fiji Islands of the persons listed hereunder during their assignment or during the performance of their duties for the EPOC, without charging visa fees and without delay:

- (i) Representatives of Members of ESCAP participating in the work of EPOC, including alternate representatives, advisers, experts and staff;
- (ii) EPOC officials and experts, as well as their spouses and dependent members of their families;

### *Article VIII. Privileges and immunities of officials, experts and other persons performing functions of the EPOC*

#### *Section 15*

1. Officials of the EPOC shall enjoy within and with respect to the Republic of the Fiji Islands the privileges and immunities specified in articles V and VII of the General Convention. In particular, they shall enjoy the following privileges and immunities:

(a) Immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity;

(b) Immunity from personal arrest and detention and from seizure of their personal baggage and official effects;

(c) Exemption from taxation on the salaries and emoluments paid to them by the United Nations;

(d) Immunity, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration;

(e) Immunity from national service obligations;

(f) The right to import, free of duty, their furniture, appliances and other effects including one automobile, within a period not exceeding six [6] months after taking up their posts in the Republic of the Fiji Islands, and thereafter at five [5] years intervals in accordance with arrangements agreed upon with the Government. If the previously imported articles and effects [including automobiles] are to be sold, conveyed or transferred prior to the five [5] year interval period, payment of duties proportionate to the unspent portion of the five [5] year period will be required.

2. Experts of the EPOC shall enjoy within and with respect to the Republic of the Fiji Islands the privileges and immunities specified in articles VI and VII of the General Convention.

#### *Section 16*

Other persons performing functions in connection with the work of the EPOC shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions.

#### *Section 17*

In addition to the immunities and privileges specified in Section 15, the Head of the EPOC shall be accorded in respect of himself, his spouse and dependent children, diplomatic facilities customarily accorded by the Government to other Heads of United Nations Organizations present in the country.

#### *Section 18*

(a) The privileges and immunities accorded by this article are granted in the interests of the EPOC and not for the personal benefit of the individuals themselves. The Secretary-General of the United Nations shall have the right and the duty to waive the immunity of any official, in any case where, in his opinion, such immunity would impede the course of justice and can be waived without prejudice to the interests of the United Nations or the EPOC;

(b) The EPOC shall co-operate at all times with the appropriate authorities of the Republic of the Fiji Islands to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuse in connection with the privileges, immunities and facilities mentioned in this article;

(c) The EPOC and its officials shall co-operate at all times with the appropriate authorities of the Republic of the Fiji Islands to facilitate the proper administration of justice, secure the observance of police regulations, and prevent the occurrence of any

abuses in connection with the privileges and immunities conferred by the Agreement. The Head shall upon request consult with the appropriate authorities of the Republic of the Fiji Islands. If such consultations fail to achieve a result satisfactory to both parties, the matter shall be determined in accordance with the procedure set out in article XI.

*Article IX. Laissez-passer*

*Section 19*

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

*Article X. Public services and division of responsibilities concerning installation and maintenance of working site*

*Section 20*

The Government shall ensure that the premises of the EPOC are supplied with the necessary public utilities and services, and that such public utilities and services are supplied on equitable terms. In case of any interruption or threatened interruption of any of such services the Government shall take appropriate steps to ensure that the operations of the EPOC are not prejudiced.

*Article XII. Settlement of disputes*

*Section 21*

The Head shall take the measures necessary for ensuring the proper settlement of:

(a) Disputes resulting from contracts or all disputes relating to individual rights to which the EPOC is a party;

(b) Disputes to which an official of EPOC is a party, provided that he/she enjoys immunity by reason of his/her official position, if such immunity has not been waived by the Secretary-General.

*Section 22*

Any dispute between the Government and the United Nations concerning the interpretation or implementation of this Agreement which is not settled by direct negotiations or other mutually accepted methods shall be resolved according to the procedures set out in section 30 of the General Convention.

*Article XII. Final clauses*

*Section 23*

This Agreement shall enter into force on the date of its signature.

*Section 24*

(a) The provisions of the General Convention and of this Agreement shall, where they relate to the same subject matter, be treated wherever possible as complementary, so that the provisions of both shall be applicable and neither shall narrow the effect of the other; but in any case of absolute conflict, the provisions of this Agreement shall prevail;

(b) Consultations with respect to modifications of this Agreement shall be entered into at the request of the Government or of the United Nations. Any such modification shall be made in writing by mutual consent.

(c) This Agreement shall be interpreted in the light of its primary purpose to enable the EPOC fully and efficiently to discharge its responsibilities and to fulfil its objectives;

(d) Wherever this Agreement imposes obligations on the appropriate authorities of the Republic of the Fiji Islands the ultimate responsibility for the fulfilment of such obligations shall rest with the Government;

(e) This Agreement and any supplementary agreement entered into between the Government and the United Nations within the scope of its terms of reference shall cease to be in force six months after either of the Parties shall have given notice in writing to the other except as regards provisions which may apply to the normal cessation of the activities of the EPOC within the Republic of the Fiji Islands and the disposal of its property.

In witness whereof:

The respective representatives duly authorized thereto have signed this Agreement in duplicate in the English language.

Done at Bangkok this twelfth day of May 2008.

For the Government of the Republic of the Fiji Islands:      For the United Nations:

[Signed]

[Signed]

By: Ratu Epeli Nailatikau (Mr.)  
Minister for the Foreign Affairs Govern-  
ment of the Republic of the Fiji Islands

By: Noeleen Heyzer (Ms.)  
Under-Secretary-General of the United  
Nations and ESCAP Executive Secretary

**(e) Exchange of letters constituting an agreement between the United Nations and the Government of Brazil regarding the hosting of the Workshop on “Implementation of the International Instrument to Enable States to Identify and Trace, in a Timely and Reliable Manner, Illicit Small Arms and Light Weapons”. New York, 20 May 2008 and 10 June 2008\***

I

20 May 2008

Excellency,

The United Nations, represented by the Office for Disarmament Affairs (UNODA) (hereinafter referred to as “the United Nations”), acting through the United Nations

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\* Entered into force on 10 June 2008, in accordance with the provisions of the letters.



Regional Centre for Peace, Disarmament and Development in Latin America and the Caribbean (hereinafter referred to as “UN-LiREC”), is co-organizing a Workshop in Rio de Janeiro, Brazil, to be held from 11 to 12 June 2008 (hereinafter referred to as “the Workshop”) with the Government of Brazil.

Under its “Disarmament Policy-making and Implementation of Instruments” thematic area of work, UN-LiREC will co-organize the Workshop on “Implementation of the International Instrument to Enable States to Identify and Trace, in a Timely and Reliable Manner, Illicit Small Arms and Light Weapons”. The main purpose of this Workshop is to promote and facilitate the implementation of the International Instrument to Enable States to Identify and Trace, in a Timely and Reliable Manner, Illicit Small Arms and Light Weapons (International Tracing Instrument) and to assist States in their preparations for the Third Biennial Meeting of States (BMS), which will be convened in July 2008.

The following participants, invited by the partners, will attend this Workshop:

- (i) Representatives of the following institutions: Organization of American States (OAS); Central American Integration System (SICA); Southern Common Market (MERCOSUR); Caribbean Community (CARICOM); Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF); European Union (EU); International Criminal Police Organization (INTERPOL) and Small Arms Survey;
- (ii) Experts from the following countries: Argentina, Bahamas, Barbados, Belize, Bolivia, Brazil, Chile, Colombia, Costa Rica, Cuba, Dominican Republic, Ecuador, El Salvador, Guatemala, Haiti, Honduras, Jamaica, Mexico, Nicaragua, Panama, Paraguay, Peru, Suriname, Trinidad y Tobago, Uruguay and Venezuela;
- (iii) Officials from UNODA: 3 UNODA staff members and 3 UN-LiREC staff members.

The total number of participants to be invited will be approximately 60.

The Workshop will be conducted in English, French and Spanish.

I wish to propose that the following terms shall apply to the Workshop:

1. The United Nations shall be responsible for:
  - (a) Provide travel and daily subsistence allowance for sponsored participants;
  - (b) Provide travel and daily subsistence allowance for United Nations officials;
  - (c) Provide coffee break during the Workshop;
  - (d) Provide local transportation for hotel/Workshop location/hotel;
  - (e) Provide interpretation and equipment, as well as computer, printer, photocopy machine, screen and data show;
  - (f) Send invitation letters to participants;
  - (g) Distribute documentation and material prepared by the United Nations for the Workshop; and
  - (h) Organize a reception for the Workshop.
2. The Government shall be responsible for:
  - (a) Provide a conference room for the Workshop;
  - (b) Provide political and administrative focal points; and

(c) Designate a General Coordinator for the Workshop.

3. The Convention on the Privileges and Immunities of the United Nations (hereinafter referred to as “the Convention”), adopted by the General Assembly on 13 February 1946,<sup>\*</sup> to which the Government of Brazil is a party, shall be applicable in respect of the Workshop. In particular, the participants invited by the United Nations acting through UN-LiREC shall enjoy the privileges and immunities accorded to experts on mission for the United Nations under articles VI and VII of the Convention. Officials of the United Nations participating in or performing functions in connection with the Workshop shall enjoy the privileges and immunities provided under articles V and VII of the Convention.

4. 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.

5. 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.

6. All participants and United Nations officials performing functions in connection with the Workshop shall have the right of unimpeded entry into and exit from Brazil. Visas and entry permits, where required, shall be granted as speedily as possible and free of charge. 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. Arrangements 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.

7. The Government shall, at its expense, provide such police protection as is required to ensure the safety of the participants and United Nations officials and the effective functioning of the Workshop 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 officer provided by the Government, this officer shall work in close cooperation with a designated senior official of the United Nations.

8. 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 at the Workshop site, or in the conference or office premises whether provided for or arranged by the Government, or rented by the United Nations or otherwise made available for the Workshop;

(b) injury to persons or damage to or loss of property caused by or incurred in using the transportation provided by or are under the control of the Government;

(c) the employment for the Workshop of personnel provided or arranged by the Government;

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<sup>\*</sup> United Nations, *Treaty Series*, vol. 1, p.15, and vol. 90, p. 327 (corrigendum to vol. 1).

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

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

10. 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 Brazil 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.

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

[Signed] SERGIO DUARTE  
High Representative  
for Disarmament Affairs

Her Excellency  
Mrs. Maria Luiza Ribeiro Viotti  
Permanent Representative of Brazil  
to the United Nations  
New York

II

10 June 2008

Excellency,

I have the honour to refer to your letter dated 20 May 2008 relating to the arrangements for the hosting of the Workshop on "Implementation of the International Instrument to Enable States to Identify and Trace, in a Timely and Reliable Manner, Illicit Small Arms and Light Weapons" to be held from 11 to 12 June 2008.

In reply, I have the honour to confirm that the terms of your proposal are acceptable to the Government of the Federative Republic of Brazil.

Consequently, your letter and this reply shall constitute an Agreement between the United Nations and the Government of the Federative Republic of Brazil, which shall enter into force on today's date 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.

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

[Signed] MARIA LUIZA RIBEIRO VIOTTI  
Ambassador  
Permanent Representative of Brazil  
to the United Nations

H. E. Sergio Duarte  
High Representative for Disarmament Affairs

**(f) Exchange of letters constituting an agreement between the United Nations and the Government of Ecuador regarding the hosting of the “Regional Workshop on Bank of the South”. New York, 11 June 2008 and 16 June 2008\***

I

Excellency,

I have the honour to refer to the arrangements concerning the “Regional Workshop on Bank of the South” (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”), and the Government of Ecuador represented by the Ministry of Economic Policy Coordination (hereinafter referred to as “the Government”). The Workshop will be held at the Central Bank Complex in Quito, Ecuador, from 23 to 27 June 2008.

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) Up to 14 non-governmental participants from developing countries selected by the United Nations in consultation with the Government;
  - (b) Local government officials selected by the Government;
  - (c) Up to 9 international resource persons selected by the United Nations in consultation with the Government;
  - (d) 2 officials from the United Nations;
  - (e) Other participants invited by the United Nations and the Government, including representatives of regional and international organizations and the United Nations system. Included are Latin American government officials in charge of Bank of the South.
2. The total number of participants will be approximately 45. The list of participants will be determined by the United Nations in consultation with the Government prior to the holding of the Workshop.

\* Entered into force on 16 June 2008, in accordance with the provisions of the letters.

3. The Workshop will be conducted in English and Spanish. Simultaneous interpretation will be provided by the Government.

4. The United Nations will be responsible for:

(a) Planning and running of the Workshop and the preparation of the appropriate documentation, both in Spanish and English;

(b) Invitations as well as the selection of participants as specified in paragraphs 1 (a), 1 (c), 1 (d), and 1 (e);

(c) Administrative arrangements and costs relating to the issuance of airline tickets and the payment of subsistence allowance for the participants as specified in paragraphs 1 (a), 1 (c) and 1 (d);

(d) Substantive support during and after the Workshop.

5. The Government will be responsible for:

(a) Local counterpart staff to assist with the planning and any necessary administrative support during the Workshop;

(b) Reproduction of the Workshop materials;

(c) Any necessary office supplies and equipment, including stationery, personal computers, printers and photocopiers;

(d) Invitation as well as any costs related to the participation of national participants as specified in paragraph 1 (b);

(e) Provision/contracting of interpretation services for the Workshop;

(f) Conference facilities for the Workshop.

6. The cost of transportation and daily subsistence allowance for other participants as specified in paragraph 1 (e) will be the responsibility of their organizations.

7. 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"), to which the Government is a party, shall be applicable in respect of the Workshop. In particular, the participants invited by 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 under articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly on 21 November 1947;

(b) 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;

(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 Workshop;

(d) All participants and all persons performing functions in connection with the Workshop shall have the right of unimpeded entry into and exit from Ecuador. Visas and entry permits, where required, shall be granted free of charge and issued 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. Arrangements 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.

8. The Government shall furnish such police protection as may be required to ensure the effective functioning of the Workshop 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 officer provided by the Government, this officer shall work in close co-operation with a designated senior official of the United Nations.

9. 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 conference or office premises provided for the Workshop;

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

(c) 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 or to any other applicable agreement, shall, unless the Parties otherwise agree, be resolved by negotiations or other agreed mode of settlement. If, within three months from the date of the first meeting between the Parties, such dispute is not settled by negotiation or any other agreed mode of settlement, it shall be submitted at the request of either Party for a final decision to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government and the third, who shall be the Chairperson, by the other two arbitrators. If either Party does not appoint an arbitrator within three months of the other Party having notified the name of its arbitrator, or if the first two arbitrators do not, within three months of the appointment or nomination of the second one of them, appoint the Chairperson, then such arbitrators 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 Ecuador 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 its preparation and for the completion of its work and for the resolution of any matters arising out of the Agreement.

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

[Signed] SHA ZUKANG  
Under-Secretary-General

Her Excellency  
María Fernanda Espinosa  
Permanent Representative of Ecuador  
to the United Nations  
New York

II

New York, June 16, 2008

Dear Mr. Sha,

Regarding the Regional Workshop on Bank of the South, I have the honor to confirm the acceptance by the Government of Ecuador of the terms of the arrangements as set out in your letter DESA-08/226, June 11, 2008.

I am pleased to confirm that this exchange of letters shall constitute an Agreement between the Government of Ecuador and the United Nations regarding the provision of host facilities for Regional Workshop on Bank of the South, to be held in Quito, from 23 to 27 June, 2008.

I avail this opportunity to renew the assurances of highest consideration

[Signed] MARÍA FERNANDA ESPINOSA  
Permanent Representative of Ecuador  
to the United Nations

Sha Zukang  
Under-Secretary-General  
Department of Economic and Social Affairs  
United Nations  
New York

**(g) Exchange of letters constituting an agreement between the United Nations and the Government of Finland regarding the hosting of the “Expert Group Meeting on Promoting Social Integration”. New York, 2 and 3 July 2008\***

I

2 July 2008

Excellency,

1. I have the honour to refer to the arrangements concerning the “Expert Group Meeting on Promoting Social Integration” (hereinafter referred to as “the Meeting”). The Meeting falls within the mandate of the preparations for 47th session of the Commission for Social Development as stipulated in the Economic and Social Council’s resolution 2000/22.

2. The Meeting, 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 Finland, represented by the Ministry for Foreign Affairs (hereinafter referred to as “the Government”), will be held in Helsinki, Finland from 8 to 10 July 2008.

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

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

(a) up to 14 experts;

(b) up to 2 officials from the United Nations.

4. The total number of participants will be approximately 20. The list of participants will be determined by the United Nations after consultation with the Government.

5. The Meeting will be conducted in English.

6. The United Nations will be responsible for:

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

(b) the invitations of participants, as specified in sub-paragraph 3 (a);

(c) substantive support during the Meeting;

(d) issuance of round trip air tickets and payment of terminal expenses and daily subsistence allowance in accordance with the prevailing United Nations rates for the participants mentioned in subparagraphs 3 (a) and 3 (b);

7. The Government will provide a contribution of EUR 47,000 to co-finance the expenses of transportation and daily subsistence allowance in accordance with prevailing United Nations rates for the participants mentioned in subparagraph 3 (a).

8. Furthermore, the Government will provide at its cost the following:

(a) local counterpart staff to assist with the planning and any necessary administrative support during the Meeting;

(b) meeting premises and facilities for the Meeting;

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\* Entered into force 3 July 2008, in accordance with the provisions of the letters.



(c) the reproduction of the Meeting materials in English;

(d) any necessary office supplies and equipment, including stationery, personal computers, printers and photocopiers;

9. I wish to propose that the following terms 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 (hereinafter referred to as “the Convention”), to which the Government is a party shall be applicable in respect of the Meeting. In particular the participants invited by the United Nations, who are designated by the Secretary-General as experts on mission for the United Nations, shall enjoy the privileges and immunities accorded to experts on mission for the United Nations under articles VI and VII of the Convention. Officials of the United Nations participating in or performing functions in connection with the Meeting shall enjoy 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, adopted by the General Assembly on 21 November 1947;

(b) Without prejudice to the provisions of the Conventions referred to in subparagraph 9 (a), all participants and persons performing functions in connection with the Meeting shall enjoy such additional 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 be accorded all facilities necessary for the independent exercise of their functions 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 Finland. Visas and entry permits, where required, shall be granted free of charge and as speedily as possible. The provisions outlined in the paragraph above do not exclude the presentation by the Government of well-founded objections based on law concerning a particular individual. Such objections, however, must relate to specific criminal or security related or similar fundamental matters and not to nationality, religion, professional or political affiliation.

10. The Government shall furnish such arrangements as may be required to ensure the effective functioning of the Meeting in an atmosphere of security and tranquillity free from interference of any kind. Such arrangements shall be carried out in close cooperation with a designated senior official of the United Nations.

11. 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 Meeting;

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

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

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

12. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to section 30 of the Convention or to any other applicable agreement, shall, unless the parties otherwise agree, be resolved by negotiations or any other agreed mode of settlement. Any such dispute that is not settled by negotiation or any other agreed mode of settlement shall be submitted at the request of either party for a final decision to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government and the third, who shall be the 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.

13. 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 Finland, represented by the Ministry for Foreign Affairs, regarding the hosting of the "Expert Group Meeting on Promoting Social Integration", 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 the completion of its work and for the resolution of any matters arising out of the Agreement.

Accept, Excellency, the assurances of my highest consideration.

[Signed] SHA ZUKANG  
Under-Secretary-General

H.E. Ms. Kirsti Lintonen  
Ambassador Extraordinary and Plenipotentiary  
Permanent Representative of Finland to the United Nations  
New York

II

3 July 2008

Excellency,

I have the honour to refer to your letter with ref. no. DESA/08/291 and DESA/08/292 of 02 July 2008, relating to the arrangements for the "Expert Group Meeting on Promoting Social Integration" which will take place in Helsinki, Finland from 8 to 10 July 2008.

In reply, I have the honour to confirm that the terms of your proposal are acceptable to the Government of Finland.

Consequently, your letter and this reply shall constitute an Agreement between the United Nations and the Government of Finland, which shall enter into force on today's date and shall remain in force for the duration of the Meeting 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.

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

Sincerely,

[Signed] HELI KANERVA  
Minister Councillor  
Charge d'affaires a.i.

Mr. Sha Zukang  
Under-Secretary-General  
for Economic and Social Affairs  
United Nations, New York

**(h) Agreement between the United Nations and the Government of the Republic of India regarding the arrangements for the 2008 Internet Governance Forum Meeting. Geneva, 17 November 2008\***

Whereas the Secretary-General accepted the invitation of the Government of the Republic of India, represented by the Department of Information and Technology, (hereinafter referred to as the "Government") to hold the 2008 Internet Governance Forum Meeting (hereinafter referred to as the "Meeting") in Hyderabad,

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

*Article I. Date and place of the meeting*

The Meeting shall be held in Hyderabad, at the Hyderabad International Convention Centre, from 3 to 6 December 2008.

*Article II. Attendance at the meeting*

1. The Meeting shall be open to participation by the representatives or observers of:
  - (a) States;
  - (b) Private Sector;
  - (c) Civil Society;
  - (d) The academic and technical communities;
  - (e) Intergovernmental organizations;
  - (f) International organizations and non-governmental organizations;
  - (g) Officials of the United Nations Secretariat;
  - (h) Other persons invited by the United Nations.

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\* Entered into force 17 November 2008 by signature, in accordance with article XIV.

2. The list of participants will be determined by the United Nations and communicated to the Government, prior to the holding of the Meeting.

3. All meetings 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 division of functions and responsibilities between the United Nations and the Government is set out in Annex I\* to the present Agreement.

2. The Government shall provide the necessary premises, including meeting rooms for informal meetings, office space, working areas and other related facilities, as specified in Annex II\* and Annex III.\* The Government shall at its expense furnish, equip and maintain in good repair all these premises and facilities in a manner that the United Nations considers adequate for the effective conduct of the Meeting. The meeting rooms shall be equipped for reciprocal simultaneous interpretation between six languages and shall have facilities for digital sound recording in that number of languages as well as facilities for press, television, radio and film operations, to the extent required by the United Nations as specified in Annex IV\*. The premises shall remain at the disposal of the United Nations 24 hours a day from one day prior to the meeting until the day after it closes.

2.[Sic] The Government shall provide, if possible within the meeting area: bank, post office, telephone and telegram facilities, as well as appropriate eating facilities, a travel agency and a secretarial service centre, equipped in consultation with the United Nations, for the use of delegations to the meeting on a commercial basis.

3. The Government shall provide the necessary Information and Communication Technology (ICT) services, as specified in Annex V.\*

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

*Article IV. Accommodation*

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

*Article V. Medical facilities*

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

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

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\* Not reproduced herein.

*Article VI. Transport*

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

2. The Government shall ensure the availability of transport for all participants and those attending the Meeting between the airports, the principal hotels and the Meeting area.

3. The Government shall provide an adequate number of cars with drivers for official use by the principal officers and the secretariat of the meeting, as well as such other local transportation as is required by the secretariat in connection with the Meeting.

4. The Government shall also provide regular shuttle buses to transport people between the hotels and the Meeting venue for the duration of the Meeting.

*Article VII. Police protection*

The Government shall furnish such police protection as may be required to ensure the effective functioning of the Meeting 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 officer provided by the Government, this officer shall work in close co-operation with a designated senior official of the United Nations. In this regard, specific security aspects will be agreed upon by a separate arrangement between United Nations Security and the competent Indian Authority.

*Article VIII. Local personnel*

1. The Government shall appoint a liaison officer who shall be responsible, in consultation with the United Nations, for making and carrying out the administrative and personnel arrangements for the Meeting as required under this Agreement.

2. The Government shall recruit and provide an adequate number of secretaries, typists, clerks, personnel for the reproduction and distribution of documents, assistant Meeting officers, ushers, messengers, bilingual receptionists, telephone operators, cleaners and workmen required for the proper functioning of the Meeting, as well as drivers for the cars referred to in article VI, paragraphs 1 and 3. The exact requirements in this respect are specified in Annex VI. Some of the persons shall be available at least four days before the opening of the Meeting and until a maximum of two days after its close, as 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, in accordance with General Assembly resolution 31/140, section I, paragraph 5, bear the actual additional costs directly or indirectly involved in holding the Meeting in the Republic of India rather than at Geneva in which the established headquarters of the Secretariat of the Internet Governance Forum resides. Such costs, which are provisionally estimated at approximately US\$ 517,078.00, shall include, but not be restricted to, the actual additional costs of travel and staff entitlements of the United Nations officials assigned to plan for or attend the Meeting, as well as the costs of shipping

any necessary equipment and supplies. Arrangements for the travel of United Nations officials required to plan for or service the Meeting and for the shipment of any necessary equipment and supplies shall be made by the Secretariat in accordance with the Staff Regulations and Rules of the United Nations and its related administrative practices regarding travel standard, baggage allowances, subsistence payments and terminal expenses.

2. The Government shall, not later than 31 October 2008, deposit with the United Nations the sum of US\$ 517,078.00, representing the total estimated costs referred to in paragraph 1. 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.

3. The deposit and the advances required by paragraph 2 shall be used only to pay the obligations of the United Nations in respect of the Meeting.

4. After the Meeting, the United Nations shall give the Government a detailed set of accounts showing the actual additional costs incurred by the United Nations and to be borne by the Government pursuant to paragraph 1. These costs shall be expressed in United States dollars, using the United Nations official rate of exchange at the time the payments are made. 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 the advances required by paragraph 2. Should the actual additional costs exceed the deposit, the Government shall remit the outstanding balance within one month of the receipt of the detailed accounts. The final accounts shall be subject to audit as provided in the Financial Regulations and Rules of the United Nations, and the final adjustment of accounts shall 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 that are provided by or are under the control of the Government;

(c) The employment for the Meeting 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 (hereinafter referred to as “the Convention”), to which the Government is a party, shall be applicable in respect to the Meeting.

(a) The representative of States shall enjoy the privileges and immunities provided under article IV of the Convention. Other participants invited by 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 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, adopted by the General Assembly, on 21 November 1947;

(b) Without prejudice to the provisions of the Convention 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;

(e) All participants and all persons performing functions in connection with the Meeting shall have the right of unimpeded entry into and exit from India. Visas and entry permits, where required, shall be granted free of charge and issued as speedily as possible. When applications are made four weeks before the opening of the Meeting, visas shall be granted not 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 not later than three days before the opening. Arrangements shall also be made to ensure that visas for the duration of the Meeting 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 Meeting.

(f) For the purpose of the Convention on the Privileges and immunities of the United Nations, the meeting premises specified in article III, paragraph 1, above, shall be deemed to constitute premises of the United Nations in the sense of section 3 of the Convention and access thereto shall be subject to the authority and control of the United Nations. The premises shall be inviolable for the duration of the Meeting, including the preparatory stage and the winding-up.

(g) 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 Meeting. It shall issue without delay any necessary import and export permits for this purpose.

#### *Article XII. 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 chairperson, 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 XIII. Annexes*

All annexes\* to this Agreement form an integral part of the Agreement.

*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 its provisions to be settled.

Signed this day 17th of November 2008 at Geneva in duplicate in English.

For the United Nations

[Signed] SHA ZUKANG

Under-Secretary-General for Economic  
and Social Affairs

For the Government of India

[Signed] SWASHPAWAN SINGH

Permanent Representative of India to the  
United Nations Office in Geneva

**(i) Agreement between the Government of Nepal and the United Nations concerning the status of the United Nations Mission in Nepal.**

**Kathmandu, 5 December 2008\***

*I. Definitions*

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

(a) "UNMIN" means the United Nations Mission in Nepal, established in accordance with Security Council resolution 1740 (2007) of 23 January 2007.

(b) "Special Representative" means the Special Representative for Nepal appointed by the Secretary-General of the United Nations. Any reference to the Special Representative in this Agreement shall, except in paragraph 24, include any member of UNMIN to whom he or she delegates a specified function or authority. It shall also include, including in paragraph 24, any member of UNMIN whom the Secretary-General may designate as acting Head of Mission of UNMIN following the death or resignation of the Special Representative;

(c) "member of UNMIN" means:

(i) the Special Representative;

\* Not reproduced herein.

\*\* Entered into force on 5 December 2008 by signature, in accordance with article XI.



- (ii) officials of the United Nations assigned to serve with UNMIN, including those recruited locally;
- (iii) United Nations Volunteers assigned to serve with UNMIN;
- (iv) arms monitors assigned to serve with UNMIN;
- (v) other persons assigned to perform missions for UNMIN, including United Nations civilian police advisers;
- (d) “the Government” means the Government of Nepal;
- (e) “the territory” means the territory of Nepal;
- (f) “the Convention” means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946, to which Nepal is a Party;
- (g) “contractors” means persons, other than members of UNMIN, engaged by the United Nations, including juridical as well as natural persons and their employees and sub-contractors, to perform services for UNMIN or to supply equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport, in support of UNMIN activities. Such contractors shall not be considered third party beneficiaries to this Agreement;
- (h) “vehicles” means vehicles in use by the United Nations and operated by members of UNMIN or contractors in support of UNMIN activities;
- (i) “aircraft” means aircraft in use by the United Nations and operated by members of UNMIN or contractors in support of UNMIN activities.

## *II. Application of the present Agreement*

2. Unless specifically provided otherwise, the provisions of the present Agreement and any obligation undertaken by the Government and any privilege, immunity, exemption, facility or concession granted to UNMIN or to any member of UNMIN or to its contractors shall apply in Nepal only.

## *III. Application of the Convention*

3. UNMIN, its property, funds and assets and its members shall enjoy the privileges and immunities, exemptions and facilities specified in the present Agreement, as well as those provided for in the Convention.

## *IV. Status of UNMIN*

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

5. The Government undertakes to respect the exclusively international nature of UNMIN.

*United Nations flag, markings and identification*

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

7. Vehicles and aircraft of UNMIN shall carry a distinctive United Nations identification, which shall be notified to the Government.

*Communications*

8. UNMIN shall enjoy the facilities in respect of communications that are provided for in Article III of the Convention. Issues with respect to communications which may arise and which are not specifically provided for in the present Agreement shall be dealt with pursuant to the relevant provisions of the Convention.

9. Subject to the provisions of paragraph 8:

(a) UNMIN shall have the right to install and to operate radio sending, receiving and repeater stations, as well as satellite systems, in order to connect appropriate points within the territory of Nepal with each other and with United Nations offices in other countries and to exchange telephone, voice, facsimile and other electronic data with the United Nations global telecommunications network. Such telecommunication services shall be operated in accordance with the International Telecommunication Convention and Regulations. The frequencies on which such services may operate shall be decided upon in cooperation with the Government and shall be allocated expeditiously by the Government. UNMIN shall be exempt from any and all taxes on, and from any and all fees for, the allocation of frequencies for this purpose, as well as from any and all taxes on, and all fees for, their use. However, UNMIN will not claim exemption from fees which are in fact no more than charges for services rendered, it being understood that such charges shall be charged at the most favourable rate.

(b) UNMIN shall enjoy, within the territory of Nepal, the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, electronic mail, facsimile or any other means, and of establishing the necessary facilities for maintaining such communications within and between premises of UNMIN, including the laying of cables and land lines and the establishment of fixed and mobile radio sending, receiving and repeater stations. The frequencies on which the radio may operate and the areas of land on which sending, receiving and repeater stations may be erected shall be decided upon in cooperation with the Government and shall be allocated expeditiously. UNMIN shall be exempt from any and all taxes on, and from any and all fees for, the allocation of frequencies for this purpose, as well as from all taxes on, and all fees for, their use. However, UNMIN will not claim exemption from fees which are in fact no more than charges for services rendered, it being understood that such charges shall be charged at the most favourable rate. Connections with local telephone and electronic data systems may be made only after consultation and in accordance with arrangements made with the Government. Use of those local systems by UNMIN shall be charged at the most favourable rate.

(c) UNMIN may make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of UNMIN. The Government shall be informed of the nature of such arrangements and shall not interfere

with or apply censorship to the mail of UNMIN or its members. In the event that postal arrangements applying to private mail of members of UNMIN are extended to transfer of currency or the transport of packages and parcels, the conditions under which such operations are conducted shall be agreed with the Government.

#### *Travel and transport*

10. UNMIN, its members and contractors, together with their property, equipment, provisions, supplies, fuel, materials and other goods, including spare parts, as well as vehicles and aircraft, including the vehicles and aircraft of contractors used exclusively in the performance of services for UNMIN, shall enjoy full freedom of movement without delay throughout Nepal by the most direct route possible for the purpose of executing the tasks defined in UNMIN's mandate. The Government shall, where necessary, provide UNMIN with maps and other information, where available, including maps of and information on the location of minefields and other dangers and impediments, which may be useful in facilitating UNMIN's movements and ensuring the safety and security of its members.

11. Vehicles and aircraft shall not be subject to registration or licensing by the Government, it being understood that copies of all relevant certificates issued by appropriate authorities in other States in respect of aircraft shall be provided by UNMIN to the Civil Aviation Authority of Nepal and that all vehicles and aircraft shall carry third party insurance. UNMIN shall provide the Government, from time to time, with updated lists of UNMIN vehicles.

12. UNMIN and its members and contractors, as well as vehicles and aircraft, including vehicles and aircraft of its contractors used exclusively in the performance of services for UNMIN, may use roads, bridges, airfields and airspace without the payment of any form of monetary contributions, dues, tolls, user fees or charges, including airport taxes, landing fees, parking fees and overflight fees. However, UNMIN will not claim exemption from charges which are in fact charges for services rendered, it being understood that such charges shall be charged at the most favourable rates.

#### *Privileges and immunities of UNMIN*

13. UNMIN, as a subsidiary organ of the United Nations, enjoys the status, rights, privileges and immunities, exemptions and facilities of the United Nations pursuant to and in accordance with the Convention. The Government recognizes in particular:

(a) The right of UNMIN, as well as of its contractors, to import, by the most convenient and direct route by land or air, free of duty, taxes, fees and charges and free of prohibitions and restrictions, equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport, which are for the exclusive and official use of UNMIN or for resale in the commissaries provided for in subparagraph (b);

(b) The right of UNMIN to establish, maintain and operate commissaries at its headquarters and other premises for the benefit of members of UNMIN, but not of locally recruited personnel. Such commissaries may provide goods of a consumable nature and other articles to be specified by the Special Representative and approved by the Government 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 UNMIN. He or she shall give due consideration to observations or requests by the Government concerning the operation of the commissaries;

(c) The right of UNMIN, as well as of its contractors, to clear ex customs and excise warehouse, free of duty, taxes, fees and charges and free of prohibitions and restrictions, equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport, which are for the exclusive and official use of UNMIN or for resale in the commissaries provided for in subparagraph (b);

(d) The right of UNMIN, as well as of its contractors, to re-export or otherwise dispose of all usable items of property and equipment, including spare parts and means of transport, and all unconsumed provisions, supplies, materials, fuel and other goods which have previously been imported, cleared ex customs and excise warehouse or purchased locally for the exclusive and official use of UNMIN and which are not transferred, or otherwise disposed of, on terms and conditions to be agreed upon, to the competent local authorities of Nepal.

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 UNMIN and the Government at the earliest possible date.

For the purposes of this paragraph, neither UNMIN nor its contractors will claim exemption from fees and charges which are in fact no more than charges for services rendered, it being understood that such fees and charges shall be charged at the most favourable rate.

#### *V. Facilities for UNMIN and its contractors*

##### *Premises required for conducting the operational and administrative activities of UNMIN*

14. The Government shall provide, without cost to UNMIN, in agreement with the Special Representative and for as long as may be required, such areas for headquarters and other premises as may be necessary for the conduct of the operational and administrative activities of UNMIN, including the establishment of the necessary facilities for maintaining communications in accordance with paragraph 9. Without prejudice to the fact that all such premises remain territory of Nepal, 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 members of UNMIN are co-located with Nepal Army personnel or Maoist army combatants, a permanent, direct and immediate access by UNMIN to those premises shall be guaranteed.

15. The Government undertakes to assist UNMIN in obtaining and making available, where applicable, water, sewerage, electricity and other facilities free of charge, or, where this is not possible, at the most favourable rate, and free of all fees, duties and taxes, including value-added tax. Where such utilities or facilities are not provided free of charge, payment shall be made by UNMIN on terms to be agreed with the competent authority. UNMIN shall be responsible for the maintenance and upkeep of facilities so provided. In the event of interruption or threatened interruption of service, the Government undertakes to give, as far as is within its powers, the same priority to the needs of UNMIN as to essential government services.

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

17. Any government official or any other person seeking entry to UNMIN premises shall obtain the permission of the Special Representative.

*Provisions, supplies and services, and sanitary arrangements*

18. The Government agrees to grant promptly, upon presentation by UNMIN or by its contractors of a bill of lading, airway bill, cargo manifest or packing list, all necessary authorizations, permits and licenses required for the import of equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport, for the exclusive and official use of UNMIN, including in respect of import by its contractors, free of any prohibitions and restrictions and without the payment of monetary contributions or duties, fees, charges or taxes, including value-added tax. The Government likewise agrees to grant promptly all necessary authorizations, permits and licenses required for the purchase or export of such goods, including in respect of purchase or export by UNMIN's contractors, free of any prohibitions and restrictions and without the payment of monetary contributions, duties, fees, charges or taxes.

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

20. For the proper performance of the services in support of UNMIN provided by its contractors, other than by nationals of Nepal resident in Nepal, the Government agrees to provide such contractors with facilities for their entry into and departure from Nepal, without delay or hindrance, and for their residence in Nepal, as well as for their repatriation in time of crisis. For this purpose, the Government shall promptly issue to such contractors, free of charge and without any restrictions, all necessary visas, licenses and permits. UNMIN's contractors, other than nationals of Nepal resident in Nepal, shall be accorded exemption from taxes and monetary contributions in Nepal on services, equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport, provided to UNMIN, including corporate, income, social security and other similar taxes arising directly from or related directly to the provision of such services or goods.

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

*Recruitment of local personnel*

22. UNMIN 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 UNMIN and to accelerate the process of such recruitment.

*Currency*

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

*VI. Status of the members of UNMIN**Privileges and immunities*

24. The Special Representative, the Deputy Special Representative of the Secretary-General, the Chief of Staff, the Chief Arms Monitor and members of UNMIN of equivalent ranks as notified by the Special Representative shall have the status specified in Sections 19 and 27 of the Convention and shall be accorded the privileges and immunities, exemptions and facilities there provided.

25. Officials of the United Nations assigned to serve with UNMIN remain officials of the United Nations entitled, subject to paragraph 29, to the privileges and immunities, exemptions and facilities set out in articles V and VII of the Convention.

26. United Nations Volunteers assigned to serve with UNMIN shall be assimilated to officials of the United Nations assigned to serve with UNMIN and shall accordingly enjoy the privileges and immunities, exemptions and facilities set out in articles V and VII of the Convention.

27. United Nations civilian police advisors and arms monitors and civilian personnel other than United Nations officials whose names are for that purpose notified to the Government by the Special Representative shall be considered as experts on mission within the meaning of article VI of the Convention and shall enjoy the privileges, immunities, exemptions and facilities set out in that article and in article VII.

28. Locally recruited personnel of UNMIN shall enjoy the immunity concerning official acts and the exemption from taxation and, subject to paragraph 29, the immunity from national service obligations provided for in Sections 18 (a), (b) and (c) of the Convention.

29. The duty of United Nations officials who are nationals of Nepal to fulfil national service obligations under the law of Nepal shall be deferred for the duration of their assignment to serve with UNMIN. The same deferment shall apply in respect of locally recruited personnel of UNMIN who are nationals of Nepal.

30. Members of UNMIN, including locally recruited personnel, shall be exempt from taxation on the pay and emoluments received from the United Nations. Members of UNMIN other than locally recruited personnel shall also be exempt from taxation on any income received from outside Nepal, as well as from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.

31. Members of UNMIN shall have the right to import free of duty their personal effects in connection with their arrival in Nepal. They shall be subject to the laws and

regulations of Nepal governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in Nepal with UNMIN. The Government shall, as far as possible, give priority for the speedy processing of entry and exit formalities for all members of UNMIN upon prior written notification. On departure from Nepal, members of UNMIN may, notwithstanding the above-mentioned exchange regulations, take with them such funds as the Special Representative certifies were received in pay and emoluments from the United Nations and are a reasonable residue thereof. Special arrangements shall be made for the implementation of the present provisions in the interests of the Government and the members of UNMIN.

32. 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 Nepal by members of UNMIN, in accordance with the present Agreement.

#### *Entry, residence and departure*

33. The Special Representative and members of UNMIN shall, whenever so required by the Special Representative, have the right to enter into, reside in and depart from Nepal.

34. The Government undertakes to facilitate the entry into and departure from Nepal, without delay or hindrance, of the Special Representative and members of UNMIN and shall be kept informed of such movement. For that purpose, the Special Representative and members of UNMIN shall be exempt from passport and visa regulations and immigration inspection and restrictions, as well as from payment of any taxes, fees or charges on entering into or departing from Nepal. They shall, however, complete and submit arrival and departure cards. However nothing in the present agreement shall be construed as preventing the Government from stamping into the relevant travel document of a member of UNMIN the entry or departure date whenever such member travels into or out of Nepal. Members of UNMIN shall also be exempt from any regulations governing the residence of aliens in Nepal, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in Nepal.

35. For the purpose of such entry or departure, members of UNMIN shall only be required to have a personal numbered identity card issued in accordance with paragraph 36 of the present Agreement, except in the case of first entry into Nepal, when the United Nations *laissez-passer*, national passport or personal identity card issued by the United Nations shall be accepted in lieu of the said identity card. The Special Representative shall take the necessary steps to ensure that members of UNMIN departing from Nepal will carry with them valid travel documentation that will be acceptable for the purposes of their entry into their State of destination and, if applicable, for their passage through any transit State.

#### *Identification*

36. The Special Representative shall issue to each member of UNMIN before or as soon as possible after such member's first entry into Nepal, as well as to all locally recruited personnel and to UNMIN's contractors, a numbered identity card, showing the bearer's name and photograph. Except as provided for in paragraph 35 of the present Agreement, such identity card shall be the only document required of a member of UNMIN.

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

#### *Uniforms and arms*

38. United Nations Security Officers may wear the United Nations uniform. United Nations Security Officers may possess and carry firearms and ammunition while on official duty in accordance with their orders. When doing so, they must wear the United Nations uniform, except as otherwise provided in paragraph 39.

39. United Nations close protection officers and United Nations Security Officers serving in close protection details may carry firearms and ammunition and wear civilian clothes while performing their official functions.

40. UNMIN shall keep the Government informed of the number and the types of firearms carried by United Nations Security Officers and close protection officers and of the names of the officers carrying them.

#### *Permits and licenses*

41. The Government agrees to accept as valid, without tax or fee, a permit or license issued by the Special Representative for the operation by any member of UNMIN, including locally recruited personnel, of any UNMIN vehicle and for the practice of any profession or occupation in connection with the functioning of UNMIN, provided that no such permit or license shall be issued to any member of UNMIN who is not already in possession of an appropriate and valid national or international permit or license for the purpose concerned.

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

43. Without prejudice to the provisions of paragraphs 38 and 39, the Government further agrees to accept as valid, without tax or fee, permits or licenses issued by the Special Representative to members of UNMIN for the carrying or use of firearms or ammunition in connection with the functioning of UNMIN.

#### *Arrest and transfer of custody and mutual assistance*

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



45. The personnel mentioned in paragraph 44 above may take into custody any other person on the premises of UNMIN. 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.

46. Subject to the provisions of paragraphs 24 and 27, officials of the Government may take into custody any member of UNMIN:

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

(b) When such a member of UNMIN is apprehended in the commission or attempted commission of a criminal offence. Such person shall be delivered immediately, together with any item seized, to the nearest appropriate representative of UNMIN, whereafter the provisions of paragraph 52 shall apply *mutatis mutandis*.

47. When a person is taken into custody under paragraph 45 or paragraph 46 (b), UNMIN 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.

48. UNMIN and the Government shall assist each other in carrying out all necessary investigations into offences in respect of which either or both have an interest, in the production of witnesses and in the collection and production of evidence, including the seizure of and, if appropriate, the handing over of items connected with an offence. The handing over of any such items may be made subject to their return on the terms specified by the authority delivering them. Each party shall notify the other of the disposition of any case in the outcome of which the other may have an interest or in which there has been a transfer of custody under the provisions of paragraphs 45 to 47.

#### *Safety and security*

49. The Government shall ensure that the provisions of the Convention on the Safety of United Nations and Associated Personnel (the "Safety Convention"), to which Nepal is a Party, are applied to and in respect of UNMIN, its members and associated personnel and their equipment and premises. In particular:

(i) the Government shall take all appropriate measures to ensure the safety and security of UNMIN, its members and associated personnel. It shall take all appropriate steps to protect members of UNMIN and its associated personnel and 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 UNMIN are inviolable and subject to the exclusive control and authority of the United Nations;

(ii) except as otherwise provided in paragraph 46, if members of UNMIN or its associated personnel are captured, detained or taken hostage in the course of the performance of their duties and their identification has been established, they shall not be subjected to interrogation and they shall be promptly released and returned to 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;

(iii) the Government confirms that, as a Party to the Safety Convention, it has established the following acts as crimes under its national law and made 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 UNMIN or its associated personnel;
- (b) a violent attack upon the official premises, the private accommodation or the means of transportation of any member of UNMIN or its associated personnel likely to endanger his or her person or liberty;
- (c) a threat to commit any such attack with the objective of compelling a physical or juridical person to do or to refrain from doing any act;
- (d) an attempt to commit any such attack; and
- (e) an act constituting participation as an accomplice in any such attack, or in an attempt to commit such attack, or in organizing or ordering others to commit such attack;

(iv) the Government confirms that, as a Party to the Safety Convention, it has established its jurisdiction over the crimes set out in subparagraph (iii): (a) when the crime is committed on the territory of Nepal; (b) when the alleged offender is a national of Nepal; (c) when the alleged offender, other than a member of UNMIN, is present in the territory of Nepal;

(v) the Government shall ensure the prosecution, without exception and without delay, of persons accused of acts described in subparagraph (iii) above who are present in the territory of Nepal, as well as those persons that are subject to its criminal jurisdiction who are accused of other acts in relation to UNMIN or its members or associated personnel which, if committed in relation to the forces of the Government or against the local civilian population, would have rendered such acts liable to prosecution.

50. Upon the request of the Special Representative, the Government shall provide such security as necessary to protect UNMIN, its members and associated personnel and their equipment during the exercise of their functions.

#### *Jurisdiction*

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

52. Should the Government consider that any member of UNMIN has committed a criminal offence, it shall promptly inform the Special Representative and present to him or her any evidence available to it. Subject to the provisions of paragraph 24, the Special Representative shall conduct any necessary supplementary inquiry and then agree with the Government whether or not criminal proceedings should be instituted. Failing such agreement the question shall be resolved as provided in paragraph 58 of the present Agreement. In the event that criminal proceedings are instituted in accordance with the present Agreement, the courts and authorities of Nepal shall ensure that the member of UNMIN concerned is prosecuted, brought to trial and tried in accordance with international standards of justice, fairness and due process of law, as set out in the International Covenant on

Civil and Political Rights (the “Covenant”), to which Nepal is a Party. The Government confirms that, in accordance with the Second Optional Protocol to the Covenant, to which Nepal is a Party, the death penalty has been abolished in Nepal and that accordingly no sentence of death will be imposed in the event of a guilty verdict.

53. If any civil proceeding is instituted against a member of UNMIN before any court of Nepal, 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 56 of the present Agreement shall apply.

(b) If the Special Representative certifies that the proceeding is not related to official duties, the proceeding may continue. In that event, the courts and authorities of Nepal shall grant the member of UNMIN concerned sufficient opportunity to safeguard his or her rights in accordance with due process of law and shall ensure that the suit is conducted in accordance with international standards of justice, fairness and due process of law, as set out in the Covenant. If the Special Representative certifies that a member of UNMIN is unable, because of his or her official duties or authorized absence, to protect his or her interests in the proceeding, the court shall, at the defendant’s request, suspend the proceeding until the elimination of the disability, but for no more than ninety days. Property of a member of UNMIN that is certified by the Special Representative to be needed by the defendant for the fulfilment of his or her official duties shall be free from seizure for the satisfaction of a judgement, decision or order. The personal liberty of a member of UNMIN 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*

54. The Special Representative or the Secretary-General of the United Nations shall have the right to take charge of and dispose of the body of a member of UNMIN who dies in Nepal, as well as that member’s personal property located within Nepal, in accordance with United Nations procedures.

#### *VII. Limitations of liability of the United Nations*

55. Third party claims for property loss or damage and for personal injury, illness or death arising from or directly attributed to UNMIN 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 56 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 or 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 have been approved by the General Assembly in its resolution 52/247 of 26 June 1998.

### VIII. *Settlement of disputes*

56. Except as provided in paragraph 58, any dispute or claim of a private law character to which UNMIN or any member thereof is a party and over which the courts of Nepal 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 UNMIN, the Special Representative or the Secretary-General of the United Nations shall use his or her best endeavours to ensure compliance.

57. 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.

58. All other disputes between UNMIN and the Government concerning the interpretation or application of the present Agreement that are not settled by negotiation shall, unless otherwise agreed by the parties, be submitted to a tribunal of three arbitrators. The provisions relating to the establishment and procedures of the claims commission set out in paragraph 56 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.

### IX. *Supplemental arrangements*

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

### X. *Liaison*

60. The Ministry of Foreign Affairs of the Government of Nepal shall act as the main liaison agency for all dealings between the Government of Nepal and UNMIN. The Special Representative and the Government shall take appropriate measures to ensure close and reciprocal liaison at every appropriate level.

### XI. *Miscellaneous provisions*

61. Wherever the present Agreement refers to privileges, immunities and rights of UNMIN and to facilities Nepal undertakes to provide to UNMIN, the Government shall have the ultimate responsibility for the implementation and fulfilment of such privileges, immunities, rights and facilities by the appropriate local authorities.

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

63. The present Agreement shall remain in force until the departure of the final element of UNMIN from Nepal, except that:

(a) the provisions of paragraphs 49 (iii), (iv) and (v), 51, 54 and 58 shall remain in force;

(b) the provisions of paragraphs 55 and 56 shall remain in force until all claims made in accordance with the provisions of paragraph 55 have been settled.

64. Without prejudice to existing agreements regarding their legal status and operations in Nepal, the provisions of the present Agreement shall apply to offices, funds and programmes of the United Nations, their property, funds and assets and their officials and experts on mission that are deployed in Nepal and perform functions in furtherance of the mandate of UNMIN.

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

Done at Kathmandu, on fifth day of December two thousand and eight, in two original copies in the English language.

For the United Nations

[Signed] IAN MARTIN

Special Representative of the Secretary-General for Nepal

For the Government of Nepal

[Signed] GYAN CHANDRA ACHARYA

Foreign Secretary  
Ministry of Foreign Affairs

## **B. TREATIES CONCERNING THE LEGAL STATUS OF INTERGOVERNMENTAL ORGANIZATIONS RELATED TO THE UNITED NATIONS**

### **1. Status of the Convention on the Privileges and Immunities of the Specialized Agencies.\* Approved by the General Assembly of the United Nations on 21 November 1947**

During 2008, the following States acceded to the Convention.\*\*

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

\*\* For the list of the States parties, see *Multilateral Treaties Deposited with the Secretary-General*, available at <http://treaties.un.org/Pages/ParticipationStatus.aspx>.

<i>State</i>	<i>Date of receipt of instrument of accession</i>	<i>Specialized agencies</i>
Vanuatu	2 January 2008	ILO, FAO (second revised text of annex II), ICAO, UNESCO, IMF, IBRD, WHO (third revised text of annex VII), UPU, ITU, WMO, IMO (second revised text of annex XII), IFC, IDO, UNIDO
Estonia	7 November 2008	FAO (second revised text of annex II), WHO (third revised text of annex VII), IMO (second revised text of annex XII), IFC (annex III), IDA (annex XIV)

As at 31 December 2008, there were 116 States parties to the Convention.

## **2. Food and Agriculture Organization of the United Nations**

### **Agreement based on standard “Memorandum of responsibilities”<sup>\*</sup> in respect of the Food and Agricultural Organization of the United Nations (FAO) sessions**

Agreements concerning specific sessions held outside FAO Headquarters, containing provisions on privileges and immunities of FAO and participants similar to the standard text were concluded in 2008 with the governments of the following countries acting as hosts to such sessions: Afghanistan, Albania, Belgium, Brazil, Bulgaria, Chile, China, Germany, Ghana, Guatemala, Indonesia, Italy, Malaysia, Mexico, Morocco, The Netherlands, Norway, Oman, Philippines, Poland, Portugal, Republic of Korea, South Africa, Thailand, Tonga, Tunisia, Turkey, Uganda, United States of America.

## **3. United Nations Educational, Scientific and Cultural Organization**

For the purpose of holding international conferences on the territory of Member States, the United Nations Educational, Scientific and Cultural Organization (UNESCO) concluded various agreements that contained the following provisions concerning the legal status of the Organization:

### *Privileges and Immunities*

The Government of [name of the State] shall apply, in all matters relating to this meeting, the provisions of the Convention on the Privileges and Immunities of the Specialized

<sup>\*</sup> *United Nations Juridical Yearbook 1972* (United Nations publication, Sales No. E.74.V.1), p. 32.

Agencies of the United Nations\* as well as Annex IV thereto to which it has been a party from [date].

In particular, the Government shall not place any restriction on the entry into, sojourn in, and departure from the territory of [name of the State] of all persons, of whatever nationality, entitled to attend the meeting by virtue of a decision of the appropriate authorities of UNESCO and in accordance with the Organization's relevant rules and regulations.

#### *Damage and accidents*

As long as the premises reserved for the meeting are at the disposal of UNESCO, the Government of [name of State] shall bear the risk of damage to the premises, facilities and furniture and shall assume and bear all responsibility and liability for accidents that may occur to persons present therein. The [name of State] authorities shall be entitled to adopt appropriate measures to ensure the protection of the participants, particularly against fire and other risks, of the above-mentioned premises, facilities and furniture. The Government of [name of State] may also claim from UNESCO compensation for any damage to persons and property caused by the fault of staff members or agents of the Organization.

### **4. United Nations Industrial Development Organization**

#### **(a) Memorandum of Understanding between the United Nations Industrial Development Organization and the Andean Community General Secretariat (SGCAN). 26 February and 13 May 2008\*\***

##### *“Article 8*

##### *Privileges and immunities of UNIDO and SGCAN*

Nothing in or relating to this Memorandum of Understanding shall be deemed a waiver, express or implied, of any of the privileges and immunities of UNIDO and SGCAN.”

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

\*\* Entered into force upon signature on 13 May 2008.

**(b) Letter of Agreement between the United Nations Industrial Development Organization and the Swiss State Secretariat for Economic Affairs (SECO) concerning the project US/VIE/08/004 “Post WTO accession support to Viet Nam – TBT/SPS compliance capacity development related to key export sectors.” 23 June 2008\***

“PROJECT DOCUMENT

H. LEGAL CONTEXT

The provisions of the Standard Basic Assistance Agreement govern the present project. Each government has concluded this agreement with the United Nations Development Programme (UNDP). In this respect, the Socialist Republic of Viet Nam and the UNDP concluded such an agreement on 21 March 1978 in New York.”\*\*

**(c) Memorandum of Understanding between the United Nations Industrial Development Organization and the Department of International Cooperation, Ministry of Agriculture of China on Implementation of Outcome 2.1 of the Spanish MDG Achievement Fund – Heat-Recovery in the Coal-Gangue Brick Sector. 14 and 22 July 2008\*\*\***

*“Article 5. Final Clauses*

5. Nothing in or relating to this Memorandum of Understanding shall be deemed a waiver, express or implied, of any of the privileges and immunities of UNIDO.”

**(d) Framework Agreement on the Standards and Trade Development Facility between the World Trade Organization and the United Nations Industrial Development Organization, 19 November 2008\*\*\*\***

*“Article XIX. Privileges and immunities*

Nothing in this Agreement or in any Assignment relating thereto, shall be construed as constituting a waiver of privileges or immunities of UNIDO or the WTO.”

**(e) General Conditions applicable to European Community contribution agreements with international organisations**

A number of agreements between the United Nations Industrial Development Organization and the European Community were concluded, containing the following provisions:

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\* Entered into force upon signature on 23 June 2008.

\*\* Agreement between the Government of the Socialist Republic of Viet Nam and the United Nations Development Programme, New York, 21 March 1978 (UNDP/ADM/LEG/SBA/5/Rev.1).

\*\*\* Entered into force upon signature on 22 July 2008.

\*\*\*\* Entered into force upon signature on 19 November 2008.



“ANNEX II. GENERAL CONDITIONS APPLICABLE TO EUROPEAN COMMUNITY CONTRIBUTION  
AGREEMENTS WITH INTERNATIONAL ORGANISATIONS

*Article 3. Liability*

...

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

...

*Article 6. Visibility*

6.1. Unless the European Commission requests or agrees otherwise, the Organisation shall take all appropriate measures to publicise the fact that an Action has received funding from the European Union. Information given to the press, the beneficiaries of an Action, all related publicity material, official notices, reports and publications, shall acknowledge that the Action was carried out “with funding by the European Union” and shall display in an appropriate way the European logo (twelve yellow stars on a blue background).

...

It is understood that the Organisation’s equipment and vehicles may routinely carry its emblem and other indications of ownership prominently displayed. In cases where equipment or vehicles and major supplies have been purchased using funds provided by the European Community, the Organisation shall include appropriate acknowledgement on such vehicles, equipment and major supplies (including display of the European logo (twelve yellow stars on a blue background)) provided that such actions do not jeopardise the Organisation’s privileges and immunities and the safety and security of the Organisation’s staff.

6.2. The size and prominence of the acknowledgement and European Union logo shall be clearly visible in a manner that will not create any confusion regarding the identification of the Action as an activity of the Organisation, the ownership of the equipment and supplies by the Organisation, and the application to the Action of the Organisation’s privileges and immunities.

...

*Article 13. Settlement of disputes*

...

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