

*Extract from:*

# UNITED NATIONS JURIDICAL YEARBOOK

2016

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

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



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## Chapter II

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

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

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

In 2016, no State acceded to the Convention. As at 31 December 2016, there were 162 States parties to the Convention.\*\*\*

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

###### (a) Agreement between the Kingdom of the Netherlands and the United Nations concerning the headquarters of the International Residual Mechanism for Criminal Tribunals. New York, 23 February 2015\*\*\*\*

Whereas the Security Council of the United Nations acting under Chapter VII of the Charter of the United Nations decided by its resolution 1966 (2010) adopted on 22 December 2010 to establish the International Residual Mechanism for Criminal Tribunals with two branches, one for the International Criminal Tribunal for Rwanda (ICTR) and the other for the International Tribunal for the former Yugoslavia (ICTY);

Whereas the International Residual Mechanism for Criminal Tribunals is established as a subsidiary organ within the terms of Article 29 of the Charter of the United Nations;

Whereas article 3 of the Statute of the International Residual Mechanism for Criminal Tribunals, Annex I to Security Council resolution 1966 (2010), provides that the branch for the ICTR shall have its seat in Arusha and the branch for the ICTY shall have its seat in The Hague;

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\* In light of the large number of treaties concluded, only a selection of the relevant treaties is reproduced herein.

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

\*\*\* For the list of States parties to the Convention, see *Multilateral Treaties Deposited with the Secretary-General*, available on the website <http://treaties.un.org>.

\*\*\*\* Entered into force on 1 September 2016, in accordance with article 48. United Nations registration no. I-53892.

Whereas the Security Council, by resolution 1966 (2010), decided that the determination of the seats of the branches of the Mechanism is subject to the conclusion of appropriate arrangements between the United Nations and the host countries of the branches of the Mechanism acceptable to the Security Council;

Whereas the United Nations and the Kingdom of the Netherlands wish to conclude an agreement to facilitate the smooth and efficient functioning of the International Residual Mechanism for Criminal Tribunals in the Kingdom of the Netherlands;

The United Nations and the Kingdom of the Netherlands have agreed as follows:

#### PART I. GENERAL PROVISIONS

##### *Article 1. Use of terms*

For the purpose of this Agreement:

- (a) “accused” means a person referred to as such in the Statute;
- (b) “competent authorities” means national, provincial, municipal and other competent authorities under the laws, regulations and customs of the host State;
- (c) “defence counsel” means a person admitted as counsel by the Mechanism;
- (d) “experts on mission for the Mechanism” means those persons, other than officials of the Mechanism, who perform missions for the Mechanism;
- (e) “General Convention” means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946, to which the Kingdom of the Netherlands acceded on 19 April 1948;
- (f) “host State” means the Kingdom of the Netherlands;
- (g) “ICTR” means the International Criminal Tribunal for Rwanda, established by the Security Council pursuant to its resolution 955 (1994);
- (h) “ICTY” means the International Tribunal for the former Yugoslavia, established by the Security Council pursuant to its resolutions 808 (1993) and 827 (1993);
- (i) “interns” means graduate or postgraduate students or young professionals who, not being staff of the Mechanism, have been accepted by the Mechanism into the internship or fellowship programme of the Mechanism for the purpose of performing certain tasks for the Mechanism without receiving a salary from the Mechanism;
- (j) “judges” means the judges of the Mechanism elected or appointed in accordance with article 10 of the Statute;
- (k) “Mechanism” means the International Residual Mechanism for Criminal Tribunals, established by the Security Council pursuant to its resolution 1966 (2010);
- (l) “Ministry of Foreign Affairs” means the Ministry of Foreign Affairs of the host State;
- (m) “officials of the Mechanism” means the President, the judges, the Prosecutor, the Registrar and the staff of the Mechanism;
- (n) “Parties” means the United Nations and the host State;
- (o) “premises” means buildings, parts of buildings and areas, including installations and facilities made available to, maintained, occupied or used by the Mechanism in the

host State in consultation with the host State, in connection with its functions and purposes, including detention of a person;

(p) “President” means the President of the Mechanism appointed by the Secretary-General in accordance with article 11, paragraph 1, of the Statute;

(q) “Prosecutor” means the Prosecutor of the Mechanism appointed by the Security Council in accordance with article 14, paragraph 4, of the Statute;

(r) “Registrar” means the Registrar of the Mechanism appointed by the Secretary-General in accordance with article 15, paragraph 3, of the Statute;

(s) “Resolution 1966” means Security Council resolution 1966 (2010) adopted on 22 December 2010, which established the Mechanism;

(t) “Rules of Procedure and Evidence” means the Rules of Procedure and Evidence of the Mechanism adopted in accordance with article 13 of the Statute;

(u) “Secretary-General” means the Secretary-General of the United Nations;

(v) “staff of the Mechanism” means the staff of the Registry as referred to in article 15, paragraph 4, of the Statute and the staff of the Office of the Prosecutor as referred to in article 14, paragraph 5, of the Statute;

(w) “Statute” means the Statute of the International Residual Mechanism for Criminal Tribunals, as annexed to Security Council resolution 1966 (2010);

(x) “Vienna Convention” means the Vienna Convention on Diplomatic Relations done at Vienna on 18 April 1961, to which the Kingdom of the Netherlands acceded on 7 September 1984; and

(y) “witnesses” means persons designated as such by the Mechanism.

#### *Article 2. Purpose and scope of this Agreement*

This Agreement shall regulate matters relating to or arising out of the establishment and the proper functioning of the Mechanism in the host State. It shall, *inter alia*, create conditions conducive to the stability and independence of the Mechanism and facilitate its smooth and efficient functioning, including, in particular, its needs with regard to all persons required by the Mechanism to be present at its seat and with regard to the transfer of information, potential evidence and evidence into and out of the host State, and the preservation of and access to its archives.

### PART II. STATUS OF THE MECHANISM

#### *Article 3. Juridical personality*

1. The Mechanism shall possess full juridical personality in the host State. This shall, in particular, include the capacity:

(a) to contract;

(b) to acquire and dispose of movable and immovable property; and

(c) to institute legal proceedings.

2. For the purposes of this article, the Mechanism shall be represented by the Registrar.

*Article 4. Privileges, immunities and facilities*

1. The Mechanism shall enjoy, in the territory of the host State, such privileges, immunities and facilities as are necessary for the fulfilment of its purposes.
2. The General Convention shall apply to the Mechanism and the archives of the Mechanism, the ICTY and the ICTR.

*Article 5. Inviolability of the premises*

1. The premises shall be inviolable. The competent authorities shall ensure that the Mechanism is not dispossessed and/or deprived of all or any part of its premises without its express consent.
2. The competent authorities shall not enter the premises to perform any official duty, except with the express consent, or at the request of the Registrar, or an official designated by him or her. Judicial actions and the service or execution of legal process, including the seizure of private property, cannot be enforced on the premises except with the consent of, and in accordance with conditions approved by, the Registrar, or an official designated by him or her.
3. In case of fire or other emergency requiring prompt protective action, or in the event that the competent authorities have reasonable cause to believe that such an emergency has occurred or is about to occur on the premises, the consent of the Registrar, or an official designated by him or her, to any necessary entry into the premises shall be presumed if neither of them can be contacted in time.
4. Subject to paragraphs 1, 2 and 3 of this article, the competent authorities shall take the necessary action to protect the premises against fire or other emergency.
5. The Mechanism shall prevent its premises from being used as a refuge by persons who are avoiding arrest or the proper administration of justice under any law of the host State.

*Article 6. Protection of the premises and their vicinity*

1. The competent authorities shall take all effective and adequate measures to ensure the security and protection of the Mechanism and to ensure that the tranquillity of the Mechanism is not disturbed by the intrusion of persons or groups from outside the premises or by disturbances in its immediate vicinity, and shall provide to the premises the appropriate protection as may be required.
2. If so requested by the Registrar, or an official designated by him or her, the competent authorities shall, in consultation with the Registrar, or an official designated by him or her, to the extent it is deemed necessary by the competent authorities, provide adequate protection, including police protection, for the preservation of law and order on the premises or in the immediate vicinity thereof, and for the removal of persons therefrom.
3. The competent authorities shall take all reasonable steps to ensure that the amenities of the premises are not prejudiced and that the purposes for which the premises are required are not obstructed by any use made of the land or buildings in the vicinity of the premises.
4. The Mechanism shall take all reasonable steps to ensure that the amenities of the land in the vicinity of the premises are not prejudiced by any use made of the land or buildings on the premises.



5. The Mechanism shall provide the competent authorities with all information relevant to the security and protection of the premises.

*Article 7. Law and authority on the premises*

1. The premises shall be under the control and authority of the Mechanism, as provided in this Agreement.

2. Except as otherwise provided in this Agreement or the General Convention, the laws and regulations of the host State shall apply on the premises.

3. The Mechanism shall have the power to make its own rules and regulations operative on its premises and apply other United Nations rules and regulations as are necessary for the carrying out of its functions. The Mechanism shall promptly inform the competent authorities upon the adoption of such regulations. No laws or regulations of the host State which are inconsistent with the rules and regulations of the United Nations or of the Mechanism under this paragraph shall, to the extent of such inconsistency, be applicable on the premises.

4. The Mechanism may expel or exclude persons from the premises for violation of the applicable rules or regulations and shall promptly inform the competent authorities of such measures.

5. Subject to the rules and regulations referred to in paragraph 3 of this article, and consistent with the laws and regulations of the host State, only staff of the Mechanism authorized by the Registrar, or an official designated by him or her, shall be allowed to carry arms on the premises.

6. The Registrar, or an official designated by him or her, shall notify the host State of the name and identity of staff of the Mechanism authorized by the Registrar, or an official designated by him or her, to carry arms on the premises, as well as the name, type, calibre and serial number of the arm or arms at his or her disposition.

7. Any dispute between the Mechanism and the host State as to whether a rule or regulation of the Mechanism or the United Nations comes within the ambit of this article or as to whether a law or regulation of the host State is inconsistent with a rule or regulation of the United Nations or the Mechanism under this article shall promptly be settled by the procedure under article 44 of this Agreement. Pending such settlement, the rule or regulation that is the subject of the dispute shall apply and the law or regulation of the host State shall be inapplicable on the premises to the extent that the Mechanism claims it to be inconsistent with the rule or regulation in question.

*Article 8. Public services for the premises*

1. The competent authorities shall secure, upon the request of the Registrar, or an official designated by him or her, on fair and equitable conditions, the public services needed by the Mechanism such as, but not limited to, postal, telephone, telegraphic services, any means of communication, electricity, water, gas, sewage, collection of waste, fire protection, local transportation and cleaning of public streets, including snow removal.

2. In cases where the services referred to in paragraph 1 of this article are made available to the Mechanism by the competent authorities, or where the prices thereof are

under their control, the rates for such services shall not exceed the lowest comparable rates accorded to essential agencies and organs of the host State.

3. In case of any interruption or threatened interruption of any such services, the Mechanism shall be accorded the priority given to essential agencies and organs of the host State, and the host State shall take steps accordingly to ensure that the work of the Mechanism is not prejudiced.

4. Upon request of the competent authorities, the Registrar, or an official designated by him or her, shall make suitable arrangements to enable duly authorized representatives of the appropriate public services to inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers on the premises under conditions which shall not unreasonably disturb the carrying out of the functions of the Mechanism.

5. Underground constructions may be undertaken by the competent authorities on the premises only after consultation with the Registrar, or an official designated by him or her, and under conditions which shall not disturb the carrying out of the functions of the Mechanism.

#### *Article 9. Flags, emblems and markings*

The Mechanism shall be entitled to display its and the United Nations' flags, emblems and markings on its premises and on vehicles and other means of transportation used for official purposes.

#### *Article 10. Funds, assets and other property*

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

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

3. To the extent necessary to carry out the functions of the Mechanism, funds, assets and other property of the Mechanism, wherever located and by whomsoever held, shall be exempt from restrictions, regulations, controls or moratoria of any nature.

#### *Article 11. Inviolability of archives, documents and materials*

1. The archives of the Mechanism, the ICTY and the ICTR, and all papers and documents in whatever form, and materials being sent to or from the Mechanism, held by the Mechanism or belonging to it, wherever located and by whomsoever held, shall be inviolable.

2. The termination or absence of such inviolability shall not affect protective measures that the Mechanism, the ICTY or the ICTR may have ordered or may order with regard to documents and materials made available to or used by the Mechanism.

*Article 12. Facilities in respect of communications*

1. The Mechanism shall enjoy in the territory of the host State, for the purposes of its official communications and correspondence, treatment not less favourable than that accorded by the host State to any international organization or diplomatic mission in the matter of priorities, rates and taxes applicable to mail and the various forms of communication and correspondence.

2. No censorship shall be applied to the official communications or correspondence of the Mechanism. Such immunity from censorship shall extend to printed matter, photographic and electronic data communications and other forms of communication as may be used by the Mechanism.

3. The Mechanism shall have the right to operate all appropriate means of communication, including electronic means of communication, and shall have the right to use codes or ciphers for its official communications and correspondence. The official communications and correspondence of the Mechanism shall be inviolable.

4. The Mechanism shall have the right to dispatch and receive correspondence and other materials or communications by courier or in sealed bags, which shall enjoy the same privileges, immunities and facilities as diplomatic couriers and bags.

5. The Mechanism shall have the right to operate radio, satellite and other telecommunication equipment on the United Nations-registered frequencies or frequencies allocated to it by the host State in accordance with its national procedures. The host State shall endeavour to allocate to the Mechanism, to the extent possible, frequencies for which it has applied.

6. For the fulfilment of its purposes, the Mechanism shall have the right to publish freely and without restrictions within the host State, in conformity with this Agreement.

*Article 13. Freedom of financial assets from restrictions*

1. Without being restricted by financial controls, regulations, notification requirements in respect of financial transactions, or moratoria of any kind, the Mechanism:

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

(b) shall be free to transfer its funds, gold or currency from one country to another, or within the host State; and

(c) may raise funds in any manner which it deems desirable, except that with respect to the raising of funds within the host State, the Mechanism shall obtain the concurrence of the competent authorities.

2. The Mechanism shall enjoy treatment not less favourable than that accorded by the host State to any international organization or diplomatic mission in respect of rates of exchange for its financial transactions.

*Article 14. Exemption from taxes and duties for the Mechanism and its property*

1. Within the scope of its official functions, the Mechanism, its assets, income and other property shall be exempt from:

- (a) all direct taxes, whether levied by national, provincial or local authorities, which include, *inter alia*, income tax and corporation tax;
- (b) import and export taxes and duties (*belastingen bij invoer en uitvoer*);
- (c) motor vehicle taxes (*motorrijtuigenbelasting*);
- (d) taxes on passenger motor vehicles and motorcycles (*belasting van personenauto's en motorrijvielen*);
- (e) value added taxes (*omzetbelasting*) paid on goods and services supplied on a recurring basis or involving considerable expenditure;
- (f) excise duties (*accijnzen*) included in the price of alcoholic beverages, tobacco products and hydrocarbons such as fuel oils and motor fuels;
- (g) real property transfer taxes (*overdrachtsbelasting*);
- (h) insurance taxes (*assurantiebelasting*);
- (i) energy taxes (*regulerende energiebelasting*);
- (j) taxes on mains water (*belasting op leidingwater*); and
- (k) any other taxes and duties of a substantially similar character as the taxes provided for in this paragraph, levied in the host State subsequent to the date of entry into force of this Agreement.

2. The exemptions provided for in paragraph 1, subparagraphs (e) through (k), of this article may be granted by way of a refund. These exemptions shall be applied in accordance with the formal requirements of the host State. These requirements, however, shall not affect the general principles laid down in paragraph 1 of this article.

3. Goods acquired or imported under the terms set out in paragraph 1 of this article shall not be sold, let out, given away or otherwise disposed of in the host State, except in accordance with conditions agreed upon with the host State.

4. The Mechanism shall not claim exemption from taxes which are, in fact, no more than charges for public utility services provided at a fixed rate according to the amount of services rendered and which can be specifically identified, described and itemized.

#### *Article 15. Exemption from import and export restrictions*

The Mechanism shall be exempt from all restrictions on imports and exports in respect of articles imported or exported by the Mechanism for its official use and in respect of its publications.

### PART III. PRIVILEGES, IMMUNITIES AND FACILITIES ACCORDED TO PERSONS UNDER THIS AGREEMENT

#### *Article 16. Privileges, immunities and facilities of the President, judges, the Prosecutor and the Registrar*

1. The President, the Prosecutor and the Registrar, together with members of their family forming part of the household who are not nationals or permanent residents of the host State, shall enjoy the privileges, immunities, exemptions and facilities accorded to diplomatic envoys in accordance with international law, including the General Convention and the provisions of the Vienna Convention. Judges of the Mechanism, other than the

President, together with members of their family forming part of the household who are not nationals or permanent residents of the host State, shall enjoy these same privileges and immunities, exemptions and facilities when engaged on the business of the Mechanism. Such privileges, immunities, exemptions and facilities, *inter alia*, include:

- (a) personal inviolability, including immunity from personal arrest or detention or any other restriction of their liberty and from seizure of their personal baggage;
- (b) immunity from criminal, civil and administrative jurisdiction;
- (c) inviolability of all papers and documents in whatever form and materials;
- (d) immunity from national service obligations;
- (e) exemption from immigration restrictions and alien registration;
- (f) exemption from taxation on salaries, emoluments and allowances paid to them in respect of their employment with the Mechanism;
- (g) the same privileges in respect of currency and exchange facilities as are accorded to diplomatic envoys;
- (h) the same immunities and facilities in respect of their personal baggage as are accorded to diplomatic envoys;
- (i) the right to import free of duties and taxes, except payments for services, their furniture and effects at the time of first taking up their post in the host State, and to re-export their furniture and effects free of duties and taxes to their country of destination upon separation from the Mechanism;
- (j) for the purpose of their communications with the Mechanism, the right to receive and send papers in whatever form; and
- (k) the same repatriation facilities in time of international crisis as are accorded to diplomatic envoys under the Vienna Convention.

2. The President, the judges, the Prosecutor and the Registrar shall continue to be accorded immunity from legal process of every kind in respect of words which were spoken or written and all acts which were performed by them in their official capacity even after they have ceased to perform their functions for the Mechanism.

3. Where the incidence of any form of taxation depends upon residence, periods during which the President, the judges, the Prosecutor and the Registrar are present in the host State for the discharge of their functions shall not be considered as periods of residence.

4. The host State shall not be obliged to exempt from income tax pensions or annuities paid to former Presidents, judges, Prosecutors or Registrars, and the members of their family forming part of the household.

5. Without prejudice to paragraph 3 of this article, persons referred to in this article who are nationals or permanent residents of the host State shall enjoy only the privileges, immunities and facilities under article V, section 18 and article VII of the General Convention, together with the following modifications and supplementary provisions:

- (a) personal inviolability, including immunity from personal arrest or detention or any other restriction of their liberty;

(b) immunity from legal process of every kind in respect of words spoken or written and all acts performed by them in their official capacity, which immunity shall continue to be accorded even after they have ceased to perform their functions for the Mechanism;

(c) inviolability of all official papers and documents in whatever form and materials;

(d) exemption from taxation on salaries, emoluments and allowances paid to them in respect of their employment with the Mechanism;

(e) for the purpose of their communications with the Mechanism the right to receive and send papers in whatever form; and

(f) the right to import free of duties and taxes, except payments for services, their furniture and effects at the time of first taking up their post in the host State.

6. Persons referred to in paragraph 5 of this article shall not be subjected by the host State to any measure which may affect the free and independent performance of their functions before the Mechanism.

*Article 17. Privileges, immunities and facilities of staff of the Mechanism*

1. Staff of the Mechanism shall enjoy such privileges, immunities and facilities as are necessary for the independent performance of their functions. They shall enjoy privileges and immunities accorded to officials of the United Nations under articles V and VII of the General Convention, including as modified and supplemented below:

(a) immunity from personal arrest or detention or any other restriction of their liberty and from seizure of their personal baggage;

(b) immunity from legal process of every kind in respect of words spoken or written and all acts performed by them in their official capacity, which immunity shall continue to be accorded even after they have ceased to perform their functions for the Mechanism;

(c) inviolability of all official papers and documents in whatever form and materials;

(d) immunity from national service obligations;

(e) together with members of their family forming part of the household, exemption from immigration restrictions and alien registration;

(f) exemption from taxation on salaries, emoluments and allowances paid to them in respect of their employment with the Mechanism;

(g) the same privileges in respect of currency and exchange facilities as are accorded to the officials of comparable rank of diplomatic missions established in the host State;

(h) exemption from inspection of personal baggage, unless there are serious grounds for believing that the baggage contains articles the import or export of which is prohibited by law or controlled by the quarantine regulations of the host State; an inspection in such a case shall be conducted in the presence of the staff member concerned;

(i) together with members of their family forming part of the household, the same repatriation facilities in time of international crisis as are accorded to diplomatic envoys under the Vienna Convention; and

(j) the right to import free of duties and taxes, except payments for services, their furniture and effects at the time of first taking up their post in the host State, and to

re-export their furniture and effects free of duties and taxes to their country of destination upon separation from the Mechanism.

2. Additionally, staff of the Mechanism of P-5 level and above, and such additional categories of staff of the Mechanism as may be designated in agreement with the host State by the Registrar, or an official designated by him or her, together with members of their family forming part of the household who are not nationals or permanent residents of the host State, shall be accorded the same privileges, immunities and facilities as the host State accords to diplomatic envoys of comparable rank of the diplomatic missions established in the host State in conformity with the Vienna Convention.

3. Additionally, staff of the Mechanism of P-4 level and below, including general service staff, together with members of their family forming part of the household who are not nationals or permanent residents of the host State, shall be accorded the same privileges, immunities and facilities as the host State accords to members of the administrative and technical staff of diplomatic missions established in the host State, in conformity with the Vienna Convention, provided that the immunity from criminal jurisdiction and personal inviolability shall not extend to acts performed outside the course of their official duties.

4. Where the incidence of any form of taxation depends upon residence, periods during which staff of the Mechanism are present in the host State for the discharge of their functions shall not be considered as periods of residence.

5. The host State shall not be obliged to exempt from income tax pensions or annuities paid to former staff of the Mechanism and the members of their family forming part of the household.

6. Without prejudice to paragraph 4 of this article, persons referred to in this article who are nationals or permanent residents of the host State shall enjoy only the privileges, immunities and facilities under article V, section 18, and article VII of the General Convention, including as modified and supplemented below:

- (a) immunity from personal arrest or detention or any other restriction of their liberty;
- (b) immunity from legal process of every kind in respect of words spoken or written and all acts performed by them in their official capacity, which immunity shall continue to be accorded even after they have ceased to perform their functions for the Mechanism;
- (c) inviolability of all official papers and documents in whatever form and materials;
- (d) exemption from taxation on salaries, emoluments and allowances paid to them in respect of their employment with the Mechanism; and
- (e) the right to import free of duties and taxes, except payments for services, their furniture and effects at the time of first taking up their post in the host State.

7. Persons referred to in paragraph 6 under this article shall not be subjected by the host State to any measure which may affect the free and independent performance of their functions before the Mechanism.

*Article 18. Experts on mission for the Mechanism*

1. Experts on mission for the Mechanism shall enjoy the privileges and immunities, exemptions and facilities as are necessary for the independent performance of their



functions for the Mechanism, and in particular, shall enjoy the privileges and immunities, exemptions and facilities under articles VI and VII of the General Convention.

2. Experts on mission for the Mechanism shall be provided by the Registrar with a document certifying that they are performing functions for the Mechanism and specifying a time period for which their functions will last. This certificate shall be withdrawn prior to its expiry if the expert on mission for the Mechanism is no longer performing functions for the Mechanism, or if the presence of the expert on mission for the Mechanism at the seat of the Mechanism is no longer required.

*Article 19. Personnel recruited locally by the Mechanism and not otherwise covered by this Agreement, including such personnel assigned to hourly rates*

1. Personnel recruited locally by the Mechanism and not otherwise covered by this Agreement, including such personnel assigned to hourly rates, shall be accorded immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity for the Mechanism. Such immunity shall continue to be accorded even after they have ceased to perform their functions for the Mechanism. During their employment, they shall also be accorded such other facilities as may be necessary for the independent performance of their functions for the Mechanism.

2. The terms and conditions of the employment of personnel recruited locally and assigned to hourly rates by the Mechanism shall be in accordance with the relevant United Nations resolutions, decisions, regulations, rules and policies.

*Article 20. Employment of family members of officials of the Mechanism*

1. Members of their family forming part of the household of officials of the Mechanism shall be authorized to engage in gainful employment in the host State for the duration of the term of office of the official of the Mechanism concerned.

2. Members of their family forming part of the household of officials of the Mechanism who obtain gainful employment shall enjoy no immunity from criminal, civil or administrative jurisdiction with respect to matters arising in the course of or in connection with such employment. However, any measures of execution shall be taken without infringing the inviolability of their person or of their residence, if they are entitled to such inviolability.

3. In case of the insolvency of a person aged under 18 with respect to a claim arising out of gainful employment of that person, the Mechanism shall seek to ensure that the official of the Mechanism of whose family the person concerned is a member, meets their private legal obligations that arise in this connection, and where necessary, the Secretary-General shall give prompt attention to a request for a waiver in this regard.

4. The employment referred to in paragraph 1 of this article shall be in accordance with the legislation of the host State, including fiscal and social security legislation.

*Article 21. Interns*

1. Within eight (8) days after the commencement of an internship in the host State, the Mechanism shall request the Ministry of Foreign Affairs to register any intern in accordance with paragraph 2 of this article.



2. The Ministry or Foreign Affairs shall register interns for a maximum period of one (1) year provided that the Mechanism supplies the Ministry of Foreign Affairs with a declaration signed by them, accompanied by adequate proof, to the effect that:

(a) the intern entered the host State in accordance with the applicable immigration procedures;

(b) the intern has sufficient financial means for living expenses and for repatriation, as well as sufficient medical insurance (including coverage of costs of hospitalization for at least the duration of the internship plus one month) and third-party liability insurance, and shall not be a charge on the public purse in the host State;

(c) the intern shall not engage in gainful employment in the host State during his or her internship other than as an intern for the Mechanism, unless he or she is otherwise authorized to work in the host State;

(d) the intern shall not bring any family members to reside with him or her in the host State other than in accordance with the applicable immigration procedures; and

(e) the intern shall leave the host State within fifteen (15) days after the end of the internship, unless he or she is otherwise authorized to stay in the host State.

3. Upon registration of the intern in accordance with paragraph 2 of this article, the Ministry of Foreign Affairs shall issue an identity card to the intern.

4. The Mechanism shall not incur liability for damage resulting from non-fulfilment of the conditions of the declaration referred to in paragraph 2 of this article by interns registered in accordance with that paragraph.

5. Interns shall not enjoy privileges, immunities and facilities, except:

(a) immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity for the Mechanism, which immunity shall continue to be accorded even after they have ceased to perform their functions for the Mechanism for activities carried out on its behalf; and

(b) inviolability of all official papers and documents in whatever form and materials.

6. The Mechanism shall notify the Ministry of Foreign Affairs of the final departure of the intern from the host State within eight (8) days after such departure, and shall at the same time return the intern's identity card.

7. In exceptional circumstances, the maximum period of one (1) year mentioned in paragraph 2 of this article may be extended once by a maximum period of one (1) year.

*Article 22. Defence counsel and persons assisting defence counsel*

1. Defence counsel, when holding a certificate that they have been admitted as counsel by the Mechanism and when performing their official functions, and after prior notification by the Mechanism to the host State of their mission, arrival and final departure, shall enjoy the same privileges, immunities and facilities as are accorded to experts on mission for the United Nations under article VI, section 22, paragraphs (a)–(c) of the General Convention, including as modified and supplemented below:

(a) immunity from personal arrest or detention or any other restriction of their liberty and from seizure of their personal baggage;

(b) immunity from legal process of every kind in respect of words spoken or written and all acts performed by them in their official capacity, which immunity shall continue to be accorded even after they have ceased to perform their functions for the Mechanism;

(c) inviolability of all official papers and documents in whatever form and materials;

(d) together with members of their family forming part of the household, exemption from immigration restrictions and alien registration;

(e) for the purpose of their communications in pursuance of their functions as counsel, the right to receive and send papers in whatever form;

(f) exemption from inspection of personal baggage, unless there are serious grounds for believing that the baggage contains articles the import or export of which is prohibited by law or controlled by the quarantine regulations of the host State; an inspection in such a case shall be conducted in the presence of the counsel concerned;

(g) the same privileges in respect of currency and exchange facilities as are accorded to representatives of foreign governments on temporary official missions; and

(h) together with members of their family forming part of the household, the same repatriation facilities in time of international crisis as are accorded to diplomatic envoys under the Vienna Convention.

2. Upon their appointment in accordance with the Statute and the Rules of Procedure and Evidence, defence counsel shall be provided with a certificate by the Registrar for the period required for the performance of their functions. This certificate shall be withdrawn if the power or mandate is terminated prior to the expiry of the certificate.

3. Upon receipt of the certificate in accordance with paragraph 2 of this article, the Ministry of Foreign Affairs shall issue an identity card to defence counsel, should they be required to stay in the host State for a period longer than 90 days and hold a non-European Union nationality.

4. Where the incidence of any form of taxation depends upon residence, periods during which defence counsel are present in the host State for the discharge of their functions shall not be considered as periods of residence.

5. Defence counsel who are nationals or permanent residents of the host State shall enjoy only the following privileges, immunities and facilities to the extent necessary for the independent performance of their functions before the Mechanism:

(a) immunity from personal arrest or detention or any other restriction of their liberty;

(b) immunity from legal process of every kind in respect of words spoken or written and all acts performed by them in their official capacity, which immunity shall continue to be accorded even after they have ceased to perform their functions for the Mechanism;

(c) inviolability of all official papers and documents in whatever form and materials; and

(d) for the purpose of their communications in pursuance of their functions as defence counsel, the right to receive and send papers in whatever form.

6. Defence counsel shall not be subjected by the host State to any measure which may affect the free and independent performance of their functions before the Mechanism.

7. This article shall be without prejudice to such disciplinary rules as may be applicable to defence counsel.

8. At the final departure of defence counsel or when defence counsel has ceased to perform his or her functions for the Mechanism, the identity card referred to in paragraph 3 of this article shall be promptly returned by the Mechanism to the Ministry of Foreign Affairs.

9. The provisions of this article shall apply, *mutatis mutandis*, to persons assisting defence counsel, recognised by the Registrar as such, in accordance with the relevant rules and procedures.

#### *Article 23. Witnesses*

1. Without prejudice to the obligation of the host State to comply with requests for assistance made or orders issued by the Mechanism pursuant to article 28 of the Statute, witnesses shall be accorded the following privileges, immunities and facilities as are necessary for the proper functioning of the Mechanism, subject to the production of the document referred to in paragraph 2 of this article:

(a) immunity from personal arrest or detention or any other restriction of their liberty in respect of acts or convictions prior to their entry into the territory of the host State;

(b) immunity from seizure of their personal baggage unless there are serious grounds for believing that the baggage contains articles the import or export of which is prohibited by law or controlled by the quarantine regulations of the host State;

(c) immunity from legal process of every kind in respect of words spoken or written and all acts performed by them in the course of their appearance or testimony, which immunity shall continue to be accorded even after their appearance or testimony before the Mechanism;

(d) inviolability of all papers and documents in whatever form and materials relating to their appearance or testimony;

(e) exemption from immigration restrictions and alien registration when they travel for purposes of their appearance or testimony;

(f) for the purpose of their communications with the Mechanism and with defence counsel in connection with their appearance or testimony, the right to receive and send papers in whatever form; and

(g) the same repatriation facilities in time of international crisis as are accorded to diplomatic envoys under the Vienna Convention.

2. Witnesses shall be provided by the Registrar with a document certifying that their appearance is required by the Mechanism and specifying a time period during which such appearance is necessary. This certificate shall be withdrawn prior to its expiry if the witness' appearance before the Mechanism or his or her presence at the seat of the Mechanism is no longer required.

3. The privileges, immunities and facilities referred to in paragraph 1 of this article, except for that referred to in paragraph 1(c) of this article, shall cease to apply after fifteen (15) consecutive days following the date on which the presence of the witness concerned is no longer required by the Mechanism, provided that such witness had an opportunity to leave the host State during that period.

4. Witnesses who are nationals or permanent residents of the host State shall enjoy only the following privileges, immunities and facilities to the extent necessary for their appearance or testimony before the Mechanism:

- (a) immunity from personal arrest or detention or any other restriction of their liberty;
- (b) immunity from legal process of every kind in respect of words spoken or written and all acts performed by them in the course of their appearance or testimony, which immunity shall continue to be accorded even after their appearance or testimony before the Mechanism;
- (c) inviolability of all official papers and documents in whatever form and materials;
- (d) for the purpose of their communications with the Mechanism and with defence counsel in connection with their appearance or testimony, the right to receive and send papers in whatever form.

5. Witnesses shall not be subjected by the host State to any measure which may affect their appearance or testimony before the Mechanism.

6. The Registrar shall take all necessary measures to arrange the relocation without delay to third States of witnesses who for security reasons cannot return to their home countries or their countries of permanent residence after appearing or testifying before the Mechanism.

*Article 24. Other persons required to be present at the seat of the Mechanism*

1. Other persons required to be present at the seat of the Mechanism shall, to the extent necessary for the proper functioning of the Mechanism, be accorded the following privileges, immunities and facilities, subject to the production of the document referred to in paragraph 2 of this article:

- (a) immunity from personal arrest or detention or any other restriction of their liberty in respect of acts or convictions prior to their entry into the territory of the host State;
- (b) immunity from seizure of their personal baggage unless there are serious grounds for believing that the baggage contains articles the import or export of which is prohibited by law or controlled by the quarantine regulations of the host State;
- (c) immunity from legal process of every kind in respect of words spoken or written and all acts performed by them in the course of their presence at the seat of the Mechanism, which immunity shall continue to be accorded even after they are no longer present at the seat of the Mechanism;
- (d) inviolability of all official papers and documents in whatever form and materials; and
- (e) exemption from immigration restrictions and alien registration when they travel to and from the Mechanism for purposes of their presence at the seat of the Mechanism.

2. Persons referred to in this article shall be provided by the Registrar with a document certifying that their presence is required at the seat of the Mechanism and specifying a time period during which such presence is necessary. Such document shall be withdrawn prior to its expiry if their presence at the seat of the Mechanism is no longer required.

3. The privileges, immunities and facilities referred to in paragraph 1 of this article, except for that referred to in paragraph 1(c) of this article, shall cease to apply after fifteen (15) consecutive days following the date on which the presence of the person

concerned is no longer required by the Mechanism, provided that the person had an opportunity to leave the host State during that period.

4. Persons referred to in this article who are nationals or permanent residents of the host State shall enjoy no privileges, immunities and facilities, except, as is necessary for the proper functioning of the Mechanism, immunity from legal process in respect of words spoken or written and all acts performed by them in the course of their presence at the seat of the Mechanism. Such immunity shall continue to be accorded even after their presence at the seat of the Mechanism is no longer required.

5. Persons referred to in this article shall not be subjected by the host State to any measure which may affect their presence at the seat of the Mechanism.

#### PART IV. WAIVER OF PRIVILEGES, IMMUNITIES, AND FACILITIES

##### *Article 25. Waiver of privileges, immunities and facilities*

1. The privileges, immunities and facilities provided for in articles 16, 17, 18, 19, 21, 22, 23, and 24 of this Agreement are granted in the interests of the Mechanism and not for the personal benefit of the individuals themselves.

2. The Secretary-General shall have the right and duty to waive the immunity granted under this Agreement of any person in any case where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the Mechanism.

#### PART V. COOPERATION BETWEEN THE MECHANISM AND THE HOST STATE

##### SECTION 1: GENERAL

##### *Article 26. General cooperation between the Mechanism and the host State*

1. Whenever this Agreement imposes obligations on the competent authorities, the ultimate responsibility for the fulfilment of such obligations shall rest with the Government of the host State.

2. The host State shall promptly inform the Mechanism of the office designated to serve as the official contact point and to be primarily responsible for all matters in relation to this Agreement, as well as of any subsequent changes in this regard.

3. The Registrar, or an official designated by him or her, shall serve as the official contact point for the host State and shall be primarily responsible for all matters in relation to this Agreement. The host State shall be informed promptly about this designation and of any subsequent changes in this regard.

##### *Article 27. Cooperation with the competent authorities*

1. The Mechanism shall cooperate at all times with the competent authorities to facilitate the proper administration of justice and the enforcement of the laws of the host State, to secure the observance of police regulations and to prevent the occurrence of any abuse in connection with the privileges, immunities and facilities accorded under this Agreement.

2. The Mechanism and the host State shall cooperate on security matters, taking into account the public order and national security interests of the host State.

3. Without prejudice to their privileges, immunities and facilities, it is the duty of all persons enjoying such privileges, immunities and facilities to respect the laws and regulations of the host State and not to interfere in the internal affairs of the host State.

4. The Mechanism shall cooperate with the competent authorities responsible for health, safety at work, electronic communications and fire prevention.

5. The Mechanism shall observe all security directives as agreed with the host State, as well as all directives of the competent authorities responsible for fire prevention regulations.

*Article 28. Notification and Identification Cards*

1. The Registrar, or an official designated by him or her, shall promptly notify the host State of:

(a) the appointment of officials of the Mechanism, the date of their arrival or commencement of their functions and their final date of departure or termination of their functions with the Mechanism;

(b) the arrival and final departure date of members of their family forming part of the household of the persons referred to in subparagraph 1(a) of this article and, where appropriate, the fact that a person has ceased to form part of the household; and

(c) the arrival and final departure date of private or domestic servants of persons referred to in subparagraph 1(a) of this article and, where appropriate, the fact that they are leaving the employ of such persons.

2. The host State shall issue to the officials of the Mechanism and to members of their family forming part of the household and to their private or domestic servants an identity card bearing the photograph of the holder. This card shall serve to identify the holder in relation to the competent authorities.

3. At the final departure of the persons referred to in paragraph 2 of this article or when these persons have ceased to perform their functions for the Mechanism, the identity card referred to in paragraph 2 of this article shall be promptly returned by the Mechanism to the Ministry of Foreign Affairs.

*Article 29. Social security regime*

The social security systems of the Mechanism offer coverage comparable to the coverage under the legislation of the host State. Accordingly, officials of the Mechanism to whom the aforementioned scheme applies shall be exempt from the social security provisions of the host State. Consequently, officials of the Mechanism shall not be covered against the risks described in the social security provisions of the host State. This exemption applies to them, unless they take up gainful activity in the host State.

SECTION 2: VISAS, PERMITS AND OTHER DOCUMENTS

*Article 30. Visas for officials of the Mechanism, defence counsel and persons assisting defence counsel and experts on mission for the Mechanism*

1. Officials of the Mechanism, defence counsel and persons assisting defence counsel and experts on mission for the Mechanism, as notified as such by the Registrar, or an official designated by him or her to the host State, shall have the right of unimpeded entry

into, exit from and movement within the host State, including unimpeded access to the premises of the Mechanism.

2. Visas, where required, shall be granted free of charge and as promptly as possible.

3. Applications for visas from members of their family forming part of the household of the persons referred to in paragraph 1 of this article, where required, shall be processed by the host State as promptly as possible and granted free of charge.

*Article 31. Visas for witnesses, interns, and other persons required to be present at the seat of the Mechanism*

1. All persons referred to in articles 21, 23, and 24 of this Agreement, as notified as such by the Registrar, or an official designated by him or her to the host State, shall have the right of unimpeded entry into, exit from and, subject to paragraph 3 of this article, movement within the host State, as appropriate and for the purposes of the Mechanism.

2. Visas, where required, shall be granted free of charge and as promptly as possible. The same facilities shall be accorded to persons accompanying witnesses, who have been notified as such by the Registrar, or an official designated by him or her to the host State.

3. The host State may attach such conditions or restrictions to the visa as may be necessary to prevent violations of its public order or to protect the safety of the person concerned. Before applying paragraph 3 of this article, the host State will seek observations from the Mechanism.

4. The host State shall, as necessary, facilitate the entry into, exit from and movement within the host State for persons suspected or accused of contempt of court against whom no arrest warrant is in force at the time of entry of the individual into the host State, provided that any public order or security concerns of the host State are taken into account.

*Article 32. Visas for visitors of persons detained by the Mechanism*

1. The host State shall make adequate arrangements by which visas for visitors of persons detained by the Mechanism are processed promptly. Visas for visitors who are family members of a person detained by the Mechanism shall be processed promptly and may be issued, where appropriate, free of charge or for a reduced fee.

2. Visas for the visitors referred to in paragraph 1 of this article may be subject to territorial limitations. Visas may be refused in the event that:

(a) the visitors referred to in paragraph 1 of this article cannot produce documents justifying the purpose and conditions of the intended stay and demonstrating that they have sufficient means of subsistence for the period of the intended stay and sufficient means for the return to the country of origin or transfer to a third State into which they are certain to be admitted, or that they are in a position to acquire such means lawfully;

(b) an alert has been issued against them for the purpose of refusing entry; or

(c) they must be considered a threat to public order, national security or the international relations of any of the Contracting Parties to the Convention implementing the Schengen Agreement of 14 June 1985 between the Governments of the States of the Benelux Economic Union, the Federal Republic of Germany and the French Republic on the Gradual Abolition of Checks at their Common Borders.



3. The host State may attach such conditions or restrictions to the visa as may be necessary to prevent violations of its public order or to protect the safety of the person concerned.
4. Before applying paragraphs 2 or 3 of this article, the host State will seek observations from the Mechanism.

*Article 33. Laissez-passer and United Nations Certificate*

1. The host State shall recognize and accept the United Nations *laissez-passer* as a valid travel document. Where applicable, the host State further agrees to issue any required visas in the United Nations *laissez-passer*.
2. The host State shall recognize and accept in accordance with the provisions of section 26 of the General Convention the United Nations certificate issued to persons travelling on the business of the Mechanism.
3. Holders of a *laissez-passer* or a certificate indicating that they are travelling on the business of the Mechanism shall be granted facilities for speedy travel.

*Article 34. Driving licence*

1. During their period of employment with the Mechanism, officials of the Mechanism, as well as members of their family forming part of the household and their private servants, shall be allowed to obtain from the host State a driving licence on presentation of their valid foreign driving licence or to continue to drive using their own valid foreign driving licence, provided they are in possession of an identity card issued by the host State in accordance with article 28 of this Agreement.
2. During the period of their assignment, any person issued an identity card by the host State shall be allowed to continue to drive using their own valid foreign driving licence.

SECTION 3: SECURITY, OPERATIONAL ASSISTANCE

*Article 35. Security, safety and protection of persons referred to in this Agreement*

1. Without prejudice to the privileges, immunities and facilities granted under this Agreement, the competent authorities shall take effective and adequate action which may be required to ensure the security, safety and protection of persons referred to in this Agreement, indispensable for the proper functioning of the Mechanism, free from interference of any kind.
2. The Mechanism shall cooperate with the competent authorities with a view to facilitating the observance by all persons referred to in this Agreement of the directives necessary for their security and safety, as given to them by the competent authorities.
3. Without prejudice to their privileges, immunities and facilities, it is the duty of all persons referred to in this Agreement to observe the directives necessary for their security and safety, as given to them by the competent authorities.

*Article 36. Transport of persons detained by the Mechanism*

1. The transport of persons detained by the Mechanism pursuant to the Statute and the Rules of Procedure and Evidence from the point of arrival in the host State to the



premises of the Mechanism shall, at the request of the Mechanism, be carried out by the competent authorities of the host State in consultation with the Mechanism.

2. The transport of persons detained by the Mechanism pursuant to the Statute and the Rules of Procedure and Evidence from the premises of the Mechanism to the point of departure from the host State shall, at the request of the Mechanism, be carried out by the competent authorities of the host State in consultation with the Mechanism.

3. Any transport of persons detained by the Mechanism pursuant to the Statute and the Rules of Evidence in the host State outside the premises of the Mechanism shall, at the request of the Mechanism, be carried out by the competent authorities of the host State in consultation with the Mechanism.

4. The Mechanism shall give reasonable notice to the competent authorities of the host State in case of a request for transport of persons referred to in this article. Whenever possible, 72 hours advance notice will be given.

5. Where the host State receives a request under this article and identifies problems in relation to the execution of the request, it shall consult with the Mechanism, without delay, in order to resolve the matter. Such problems may include, *inter alia*:

- (a) insufficient time and/or information to execute the request;
- (b) the impossibility, despite best efforts, to make adequate security arrangements for the transport of the person; or
- (c) the existence of a threat to public order and security in the host State.

6. A person detained by the Mechanism pursuant to the Statute and the Rules of Procedure and Evidence shall be transported directly and without impediment to the destination specified in paragraphs 1 and 2 of this article or to any other destination as requested by the Mechanism under paragraph 3 of this article.

7. The Mechanism and the host State shall, as appropriate, make practical arrangements for the transport of persons detained by the Mechanism pursuant to the Statute and the Rules of Procedure and Evidence in accordance with this article.

#### *Article 37. Cooperation in detention matters*

1. The host State shall cooperate with the Mechanism to facilitate the detention of persons and to allow the Mechanism to perform its functions within its detention centre.

2. Where the presence of a person in custody is required for the purpose of giving testimony or other assistance to the Mechanism and where, for security reasons, such a person cannot be maintained in custody in the detention centre of the Mechanism, the Mechanism and the host State shall consult and, where necessary, make arrangements to transport the person to a prison facility or other place made available by the host State.

#### *Article 38. Provisional release*

1. The host State shall facilitate the transfer of persons granted provisional release into a State other than the host State.

2. The host State shall facilitate the re-entry into the host State of persons granted provisional release, and their short-term stay in the host State, for any purpose related to proceedings before the Mechanism.

3. The Mechanism and the host State shall make practical arrangements as to the implementation of this article.

*Article 39. Release*

1. Where a person is released from the custody of the Mechanism following the person's acquittal at trial or on appeal, or for any other reason, the Mechanism shall, as soon as possible, make such arrangements as it considers appropriate for the transfer of the person, taking into account the views of the person, to a State which is obliged to receive him or her, to another State which agrees to receive him or her or to a State which has requested his or her extradition with the consent of the original surrendering State.

2. The provisions of article 36 of this Agreement shall apply, *mutatis mutandis*, to the transport of persons referred to in this article within the host State.

3. A person referred to in this article shall not remain on the territory of the host State except with the latter's consent.

*Article 40. Enforcement of sentences*

Imprisonment shall be served in a State designated by the Mechanism from among those States with which the United Nations has agreements for this purpose in accordance with article 25 of the Statute. The Mechanism shall begin the process of designating a State of enforcement as soon as possible.

*Article 41. Limitation to the exercise of jurisdiction by the host State*

1. The host State shall not exercise its jurisdiction or proceed with a request for extradition from another State with regard to persons who appear before and who are prosecuted by the Mechanism for any acts, omissions or convictions prior to their entry into the territory of the host State except as may be provided for in the Rules of Procedure and Evidence.

2. The immunity provided for in this article shall cease when the person, having been acquitted, released or is otherwise no longer required by the Mechanism and having had for a period of fifteen (15) consecutive days from that date an opportunity of leaving, has nevertheless remained in the territory of the host State, or having left it, has returned.

PART VI. FINAL PROVISIONS

*Article 42. Supplementary arrangements and agreements*

1. The provisions of this Agreement shall be supplemented at the time of signature by an exchange of letters which confirms the joint understandings of the Agreement by the Parties.

2. The Mechanism and the host State may, for the purpose of implementing this Agreement or of addressing matters not foreseen in this Agreement, make supplementary arrangements and agreements as appropriate.

*Article 43. Settlement of disputes with third parties*

The Mechanism shall make provisions for appropriate modes of settlement of:

(a) disputes arising out of contracts and other disputes of a private law character to which the Mechanism is a party; and

(b) disputes involving any person referred to in this Agreement who, by reason of his or her official position or function in connection with the Mechanism, enjoys immunity, if such immunity has not been waived by the Secretary-General.

*Article 44. Settlement of differences on the interpretation or application of this Agreement or supplementary arrangements or agreements*

1. All differences arising out of the interpretation or application of this Agreement or supplementary arrangements or agreements between the Parties shall be settled by consultation, negotiation or other agreed mode of settlement.

2. If the difference is not settled in accordance with paragraph 1 of this article within three months following a written request by one of the Parties to the difference, it shall, at the request of either Party, be referred to a Tribunal of three arbitrators. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairperson of the Tribunal. If, within thirty days of the request for arbitration, a Party has not appointed an arbitrator, or if, within fifteen (15) days of the appointment of two arbitrators, the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint the arbitrator referred to. The Tribunal shall determine its own procedures, provided that any two arbitrators shall constitute a quorum for all purposes, and all decisions shall require the agreement of any two arbitrators. The expenses of the Tribunal shall be borne by the Parties as assessed by the Tribunal. The arbitral award shall contain a statement of the reasons on which it is based and shall be final and binding on the Parties.

*Article 45. Application*

This Agreement shall apply to the part of the Kingdom of the Netherlands in Europe only.

*Article 46. Amendments and termination*

1. This Agreement may be amended by mutual consent of the Parties.

2. This Agreement shall be reviewed at the request of either Party to consider amendments in light of privileges, immunities, facilities and treatment accorded by the host State to any comparable international organization or tribunal more favourable than comparable privileges, immunities, facilities and treatment in this Agreement.

3. This Agreement shall cease to be in force by mutual consent of the Parties, if the seat of the Mechanism is removed from the territory of the host State or if the Mechanism is dissolved, except for such provisions as may be applicable in connection with the orderly termination of the operations of the Mechanism at its seat in the host State and the disposition of its property therein, as well as provisions granting immunity from legal process of every kind in respect of words spoken or written or all acts performed in an official capacity under this Agreement.

*Article 47. Interpretation of agreements*

The provisions of this Agreement shall be complementary to the provisions of the General Convention and the Vienna Convention, the latter Convention only insofar as it is relevant for the diplomatic privileges, immunities and facilities accorded to the

appropriate categories of persons referred to in this Agreement. Insofar as any provision of this Agreement and any provisions of the General Convention and the Vienna Convention relate to the same subject matter, each of these provisions shall be applicable and neither shall narrow the effect of the other.

*Article 48. Entry into force*

1. This Agreement shall enter into force on the first day of the second month after both Parties have notified each other in writing that the legal requirements for entry into force have been complied with.

2. Upon entry into force of this Agreement, the Agreement Concerning the Headquarters of the International Tribunal for the Prosecution of Persons Responsible for Serious Violations of International Humanitarian Law Committed in the Territory of the Former Yugoslavia since 1991 signed on 29 July 1994 and the Agreement Regarding the Applicability of the Headquarters Agreement of the International Tribunal for the Former Yugoslavia to the activities and proceedings of the International Criminal Tribunal for Rwanda in the territory of the Kingdom of the Netherlands, 22 and 24 April 1996, and any respective supplementary agreements the contents of which have been addressed by this Agreement, shall terminate and this Agreement shall apply *mutatis mutandis* to the ICTY and ICTR.

*In witness whereof*, the undersigned, duly authorized thereto, have signed this Agreement.

*Done* at New York on the 23rd day of February in the year Two Thousand and Fifteen, in duplicate, in the English language.

For the United Nations

For the Government of the Kingdom of  
the Netherlands

[*Signed*] MR. MIGUEL DE SERPA SOARES

[*Signed*] MR. KAREL JAN GUSTAAF  
VAN OOSTEROM

Under-Secretary-General for Legal Affairs  
and United Nations Legal Counsel

Permanent Representative of the Kingdom  
of the Netherlands to the United Nations

I

New York, 23 February 2015

On the occasion of the signing of the Agreement between the Kingdom of the Netherlands and the United Nations concerning the Headquarters of the International Residual Mechanism for Criminal Tribunals, I would like to refer to the discussions held between representatives of the United Nations and the Kingdom of the Netherlands concerning the interpretation of certain provisions of the Agreement.

I have the honour to confirm on behalf of the Government of the Netherlands the following understandings.

Without prejudice to the rules and regulations of the Mechanism, it is the understanding of the Parties that the following persons will, for the purposes of this Agreement, and this Agreement only, be considered as members of their family forming part of the household of the judges, the Prosecutor, the Registrar, staff of the Mechanism and defence counsel:

(a) spouses or registered partners of the judges, the Prosecutor, the Registrar, staff of the Mechanism and defence counsel;

(b) children of the judges, the Prosecutor, the Registrar, staff of the Mechanism and defence counsel who are under the age of 18;

(c) children of the judges, the Prosecutor, the Registrar, staff of the Mechanism and defence counsel, aged 18 or over, but not older than 27, provided that they formed part of the household prior to their first entry into the host State and still form part of this household, and that they are unmarried, financially dependent on the judge, Prosecutor, Registrar, member of the staff of the Mechanism or defence counsel concerned and are attending an educational institution in the host State;

(d) children of the judges, the Prosecutor, the Registrar, staff of the Mechanism and defence counsel aged 18 or over, but not older than 23, will also be recognized as members of their family forming part of the household if they are not studying as long as they are unmarried and financially dependent on the judge, Prosecutor, Registrar or member of the staff of the Mechanism or defence counsel concerned;

(e) other persons who, in exceptional cases or for humanitarian reasons, the Mechanism and the host State decide to treat as members of their family forming part of the household.

With respect to article 16, paragraph 1, it is the understanding of the Parties that with respect to judges of the Mechanism, “when engaged on the business of the Mechanism” includes not only when a judge is activated for duty from a roster, but also includes when a judge performs functions for the Mechanism, such as attending a plenary meeting, that may not require activation of the judge from the roster. The United Nations will determine when a judge is “engaged on the business of the Mechanism”.

With respect to article 16, paragraph 5, it is the understanding of the Parties that nothing in this provision precludes the Mechanism from exercising its rights under article 46, paragraph 2.

With respect to article 21, subparagraph 2(d), it is the understanding of the Parties that this prohibition does not apply to fellows who are sponsored by other international organizations or states and who perform functions as staff members though they are not formally recruited as such, so long as they are at the Mechanism for a period longer than six (6) months.

With respect to article 23, paragraph 6, it is the understanding of the Parties that in regard to relocation of witnesses who for security reasons cannot return to their home countries or their countries of permanent residence after appearing or testifying before the Mechanism, the Mechanism relies on the cooperation by third States.

With respect to article 28, paragraph 2, it is furthermore the understanding of the Parties that in exceptional cases and on an ad-hoc basis, the host State may, by the reasoned request of the Mechanism, issue an identity card to a person required to be at the seat of

the Mechanism for an extended period of time, but who is not entitled to an identity card under this Agreement.

With respect to article 46, paragraph 2, it is the understanding of the Parties that the host State shall provide persuasive reasons for not according to the Mechanism the same treatment as accorded to other comparable international organizations or tribunals when that treatment is considered by the Mechanism to be more favourable.

I should be grateful if you could confirm on behalf of the United Nations that the above is also the understanding of the United Nations.

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

[Signed] KAREL J.G. VAN OOSTEROM  
Ambassador

## II

23 February 2015

Excellency,

I have the honour to acknowledge receipt of your letter of 23 February 2015, in which you set out your Government's understandings regarding the interpretation of certain provisions of the Agreement between the United Nations and the Kingdom of the Netherlands concerning the Headquarters of the International Residual Mechanism for Criminal Tribunals.

In accordance with your request, I wish to confirm, on behalf of the United Nations, that the understandings reflected in your letter conform with those of the United Nations.

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

Yours sincerely,

[Signed] MIGUEL DE SERPA SOARES  
Under-Secretary-General for Legal Affairs  
and United Nations Legal Counsel

**(b) Protocol of amendment of the Memorandum of Understanding between the United Nations and the Government of the Italian Republic regarding the use by the United Nations of premises on military installations in Italy for the support of peacekeeping, humanitarian and related operations.**

**New York, 28 April 2015\***

Whereas on 23 November 1994 the United Nations and the Government of the Italian Republic signed the Memorandum of Understanding between the United Nations and the

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\* Entered into force 5 September 2016, in accordance with article XII. United Nations registration no. A-33839. The text of the annex is not reproduced herein.

Government of the Italian Republic regarding the Use by the United Nations of Premises on Military Installations in Italy for the Support of Peacekeeping, Humanitarian and Related Operations (the “MOU”);

Whereas, since the signature of the MOU, a significant expansion of the United Nations Logistics Base (UNLB) logistics and support functions has taken place to respond to the growing needs of peacekeeping, humanitarian and related operations, as noted by the General Assembly in its resolution 64/269 of 3 August 2010, and new facilities have consequently been provided by the Government of the Italian Republic;

Whereas the Parties recognize that the United Nations Logistics Base is likely to further expand its activities to respond to the growing needs of peacekeeping operations, and the consequent increase in the number of its personnel;

Whereas, by its resolution 1502 (2003) of 26 August 2003, the Security Council requested the Secretary-General of the United Nations to seek the inclusion of, and that host countries include, key provisions of the Convention on the Safety of United Nations and Associated Personnel, including among others, those regarding prevention of attacks against members of United Nations operations, the establishment of such attacks as crimes punishable by law and the prosecution and extradition of offenders, in future as well as, if necessary, existing status-of-forces, status-of-mission and host country agreements;

Whereas the Parties wish to amend the MOU to include key provisions of the Convention on Safety of United Nations and Associated Personnel,

Now, therefore, the United Nations and the Government of the Italian Republic hereby agree to amend the MOU as follows:

#### *Article I*

The words “Republic of Italy” in the MOU shall be replaced throughout the text of the MOU with “Italian Republic”.

#### *Article II. Amendments to article III (Application of the Convention)*

A second sentence shall be inserted in article III so that the provision reads as follows:

“The United Nations, its property, funds and assets, wherever located and by whomsoever held, including equipment and materials leased, chartered or otherwise made available to the United Nations for its peacekeeping, humanitarian and related operations, as well as members assigned to Premises and experts on mission shall enjoy the privileges, immunities, exemptions and facilities provided for in the Convention. In the event that legal process is brought against the United Nations in connection with the use of the Premises, the appropriate Italian authorities shall take appropriate action to assert the privileges and immunities of the United Nations before the courts of the Italian Republic.”

#### *Article III. Amendments to article VIII (Goods, Services and Facilities on Military Installations)*

Article VIII, paragraph 1, second sentence, shall be amended to read as follows:

“However, the United Nations shall reimburse the Government, or exercise the share swap—through the provision of goods and services—or other modes provided by current law, for costs it may incur in excess of the Government’s normal

costs, as described in the preceding provision, which are directly attributable to the United Nations use of Premises. The terms and conditions must be set in specific or locally based Implementation Agreements.”

*Article IV. Amendments to article IX  
(Exemption from Taxation, Duties, Prohibitions and Restrictions)*

Article IX, paragraph 3 shall be amended to read as follows:

“3. With respect to value-added taxes (“*Imposta sul Valore Aggiunto (IVA)*”), the United Nations shall enjoy exemption from the payment of such taxes on important purchases. For the purposes of this Agreement, important purchases shall be interpreted as the purchase of goods or the provision of services of a value exceeding the threshold provided for under Italian legislation in respect of international organizations in Italy.”

*Article V. Amendments to article XI  
(Inviolability of Exclusive Use Premises)*

1. Article XI shall be amended to read as follows:

“1. Without prejudice to the fact that the Military Installation on which Exclusive Use Premises are located remains under the authority of the appropriate Italian authorities and Government territory, Exclusive Use Premises shall be inviolable and subject to the exclusive control and authority of the United Nations. No officer of the Italian Republic, or other person exercising any public authority within the Italian Republic, shall enter Exclusive Use Premises to perform any duties therein except with the consent of, and under conditions approved by, the United Nations. The consent of the United Nations to such entry shall be presumed in the event of fire or other analogous emergency requiring urgent action. Subsequent procedural arrangements at the local level shall ensure the necessary automation for access in case of urgent technical assistance. Any person who has entered Exclusive Use Premises with the presumed consent of the United Nations, shall, if so requested by the United Nations, leave Exclusive Use Premises immediately. Without prejudice to the provisions of the Convention or this Memorandum of Understanding, the United Nations shall prevent Exclusive Use Premises from being used as a refuge by persons who are required by the Italian Judicial Authority for arrest.”

2. A second paragraph shall be added to article XI to read as follows:

“2. The property, funds and assets of the United Nations, including equipment and materials leased, chartered or otherwise made available to the United Nations for its peacekeeping and related operations, wherever located and by whomsoever held, shall be immune from search, seizure, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.”

3. The first paragraph of article XI shall be numbered as paragraph 1.

*Article VI. Amendments to article XIII  
(Communications Facilities)*

1. Article XIII, paragraph 2(a) shall be amended to read as follows:

“2. In addition to the provisions of paragraph 1 above,



(a) The United Nations shall have the authority to install and operate within Exclusive Use Premises radio sending, receiving and repeater stations as well as satellite systems to connect appropriate points in the Italian Republic with each other and with appropriate points in other countries, and to store and exchange telephone, voice, facsimile, video and other electronic data with the United Nations global telecommunications network and with and between the Specialized Agencies of the United Nations, other related organizations, and any other bodies as appropriate. The telecommunications services shall be operated in accordance with the International Telecommunications Convention and Regulations.”

2. Article XIII, paragraph 2(b) shall be amended to read as follows:

“(b) The United Nations shall enjoy, within the Italian Republic, the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, telegraph, electronic mail, facsimile, or any other means, and of establishing the necessary facilities for maintaining such communications within and between the Premises, including the laying of cables and land lines and the establishment of fixed and mobile radio sending, receiving and repeater stations Use of those local systems by the United Nations shall be charged at the most favourable rate.”

3. The following two sub-paragraphs shall be added to article XIII, paragraph 2 after paragraph 2(b):

“(c) The frequencies on which the services referred to in paragraphs (a) and (b) above may operate shall be decided upon in cooperation with the appropriate Italian authorities and shall be allocated expeditiously by the appropriate authorities. The United Nations 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.

(d) The United Nations shall have the right to use codes and to dispatch and receive its correspondence by courier or in bags, which shall have the same privileges and immunities as diplomatic couriers and bags.”

*Article VII. Amendments to article XV  
(Security)*

The following paragraph shall be added after paragraph 5 of article XV:

“6. The Government shall ensure that the provisions of the Convention on the Safety of United Nations and Associated Personnel, to which the Italian Republic is a party, are applied to the United Nations and with respect to members assigned to Premises and visitors at the Premises, as well as their respective property and equipment.”

*Article VIII. Amendments to article XVI  
(Travel and Transport)*

Article XVI, paragraph 4 shall be amended to read as follows:

“4. Incident to the United Nations use of Exclusive Use Premises, aircraft of the United Nations, including civilian aircraft chartered or leased by the United Nations, and military aircraft of a contributing State providing services to the United Nations, may, upon advance notice and subject to applicable rules and standards of the International Civil Aviation Organization (ICAO), take-off, fly-over, land and park on the territory of the Italian Republic. In particular, such flights are to be performed with jet subsonic

aircrafts compliant with the prescriptions of Chapter 3, part II, Volume I of Annex 16 of ICAO. Such aircraft may use the airport facilities of a Military Installation, subject to the provisions of this Memorandum of Understanding and the terms and conditions set forth in the Implementation Agreement.”

*Article IX. Amendments to article XVII  
(Privileges and Immunities)*

1. Article XVII, paragraph 1(d) shall be amended to read as follows:

“(d) be immune, together with their spouses and relatives dependent on them, from immigrations restrictions and alien registration On request from the United Nations, the spouses and immediate relatives dependent on members assigned to Premises, who are resident in the Italian Republic, shall be accorded opportunity to take up employment in the Italian Republic The privileges and immunities set forth in this Memorandum of Understanding shall not apply with respect to such employment. For the application of this paragraph, the UNLB will send a Note Verbale to the Diplomatic Protocol of the Italian Republic informing it of the name of the family member, who resides in Italy, and who has received a job offer on which he/she intends to agree. The Diplomatic Protocol of the Italian Republic will notify expeditiously the UNLB of its consent to initiate the procedure for establishing the employment relationship. The employer, by referring to this MOU, will be able to hire the employee under the Italian law. The above Family members, who have obtained permission to perform a working activity, will be subject to the legislation in force in Italy with regards to tax, social security and work. In the case where the Family member wishes to take up a new working activity that is different from a previous one, or continue a working activity previously completed, the UNLB will have to submit a new request to the Diplomatic Protocol of the Italian Republic.”

2. Article XVII, paragraph 1(g) shall be amended to read as follows:

“(g) have the right to purchase and import for personal use free of customs duties, taxes and other levies, prohibitions and restrictions, automobiles for personal use and articles for personal consumption in accordance with the exemptions normally accorded to members of diplomatic missions, in the Italian Republic. However, with respect to vehicles Imported duty-free, the number shall be limited to two and such vehicles may be replaced only after a period of three years following the date of the preceding importation. Vehicles Imported by members assigned to Premises shall be registered in a special series.”

3. Article XVII, paragraph 2 shall be amended to read as follows:

“2. In addition to the privileges and immunities set forth under paragraph 1 above, the official of the United Nations assigned to head the activities of the United Nations on the Premises, as well as members assigned to Premises at the level of P-5 and above, shall be accorded in respect of themselves, their spouses and minor children, the privileges, immunities, exemptions and facilities normally accorded by the Government to members of comparable rank of the diplomatic corps in the Italian Republic.”

4. A new paragraph 3 shall be added to article XVII as follows:

“3. The appropriate Italian authorities shall grant entry and stay to one household employee per each internationally recruited staff member assigned to the Premises as speedily as possible, having due regard to the national law of the Italian Republic on immigration. They shall be exempt from work permits or residence permits and not be

subject to the provisions governing immigration restrictions and alien registration, only as far as their working relationship with a staff member is concerned.”

*Article X. Amendments to article XXI  
(Identification)*

Article XXI, paragraphs 1 and 2, shall be amended to read as follows:

“1. The United Nations shall issue all members assigned to Premises an identification card showing full name, title, United Nations index number (if appropriate) and photograph.

2. Members assigned to Premises shall be required to present, but not to surrender, their United Nations identity cards upon request by appropriate Italian authorities.”

*Article XI. Amendments to article XXV  
(Final Provisions)*

1. Article XXV, paragraph 3 shall be amended to read as follows:

“3. The United Nations shall have the right, at a minimum, to use and occupy the Premises as a United Nations Logistics Base for ten (10) years from the date of the signature of the Protocol of Amendment of the Memorandum of Understanding between the Government of the Italian Republic and the United Nations regarding the use by the United Nations of Premises on Military Installations in Italy for the Support of Peacekeeping, Humanitarian and Related Operations. This Memorandum of Understanding may be terminated by either the United Nations or the Government of the Italian Republic providing sixty (60) months prior notice in writing.”

*Article XII. Final Provisions*

1. The present Protocol shall enter into force upon its ratification by the Government in accordance with the Italian Republic’s constitutional requirements.

2. Except as otherwise amended by the forgoing amendments, all provisions of the MOU remain in full force and effect.

3. For the convenience of the Parties, the text of provisions of the MOU revised by this Protocol is attached to this Protocol as Annex 1. In the event of any inconsistency between the provisions of the MOU and this Protocol, on the one hand, and the provisions of Annex 1 on the other hand, the provisions of the MOU and of this Protocol shall prevail.

*Done* at New York on 28 April 2015, in two original copies in English.

[Signed]

[Signed]

For the United Nations

For the Government of the Italian Republic

**(c) Memorandum of Understanding between the United Nations and the International Criminal Court concerning cooperation between the United Nations Multidimensional Integrated Stabilization Mission in the Central African Republic (MINUSCA) and the International Criminal Court. New York, 3 May 2016 and 5 May 2016, and The Hague, 18 May 2016 and 19 May 2016\***

*Whereas* the United Nations and the International Criminal Court (the “Court”) have concluded a Relationship Agreement between the United Nations and the International Criminal Court (the “Relationship Agreement”), which entered into force on 4 October 2004;

*Whereas* the United Nations General Assembly, in its resolution 58/318 of 13 September 2004, decided that all expenses resulting from the provision of services, facilities, cooperation and any other support rendered to the Court that may accrue to the United Nations as a result of the implementation of the Relationship Agreement shall be paid in full to the Organization;

*Whereas* the United Nations and the Court have concluded a Memorandum of Understanding between the United Nations, represented by the United Nations Security Coordinator, and the International Criminal Court Regarding Coordination of Security Arrangements (the “MOU on Security Arrangements”), which entered into force on 22 December 2004;

*Whereas* the United Nations Multidimensional Integrated Stabilization Mission in Central African Republic (“MINUSCA”) was established pursuant to United Nations Security Council resolution 2149 (2014) of 10 April 2014 as a subsidiary organ of the United Nations;

*Whereas* the United Nations Security Council, in its resolution 2217 (2015) of 28 April 2015, decided that the mandate of MINUSCA shall focus on immediate priority tasks including support for national and international justice and the rule of law through arresting and handing over to the CAR authorities those responsible for serious human rights violations and abuse and serious violations of international humanitarian law in the country so that they can be brought to justice, and through cooperation with States of the region as well as the ICC in cases of crimes falling within its jurisdiction;

*Whereas* the United Nations Security Council condemned strongly all abuses and violations of human rights and violations of international humanitarian law and reiterated that all perpetrators of such acts must be held to account and that some of such acts may amount to crimes under the Rome Statute of the International Criminal Court (the “Rome Statute”);

*Whereas* the transitional authorities or Government of Central African Republic (the “Government”) on 30 May 2014 referred the situation in Central African Republic since August 2012 to the Prosecutor of the Court;

*Whereas* the Prosecutor of the International Criminal Court opened, on 24 September 2014, an investigation into alleged crimes committed on the territory of Central African Republic since August 2012 following the referral of the situation by the Central African authorities on 30 May 2014;

*Whereas*, in article 10 of the Relationship Agreement, the United Nations agrees that, upon the request of the Court, it shall, subject to availability, provide on a reimbursable

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\* Entered into force 19 May 2016 by signature, in accordance with article 24. United Nations registration no. II-1379. The texts of the annexes are not reproduced herein.

basis for the purposes of the Court such facilities and services as may be required and *whereas it* is further stipulated in that article that the terms and conditions on which any such facilities or services may be provided by the United Nations shall, as appropriate, be the subject of supplementary arrangements;

*Whereas*, in article 15 of the Relationship Agreement, with due regard to its responsibilities and competence under the Charter and subject to its rules as defined under applicable international law, the United Nations undertakes to cooperate with the Court;

*Whereas*, in article 18 of the Relationship Agreement, the United Nations undertakes, with due regard to its responsibilities and competence under the Charter of the United Nations and subject to its rules, to cooperate with the Prosecutor of the Court and to enter with the Prosecutor into such arrangements or agreements as may be necessary to facilitate such cooperation, in particular when the Prosecutor exercises her or his duties and powers with respect to investigation and seeks the cooperation of the United Nations under article 54 of the Statute;

*Whereas* the United Nations and the Court wish to conclude arrangements of the kind foreseen in articles 10 and 18 of the Relationship Agreement;

Now, therefore, the United Nations, represented by MINUSCA, and the Court, represented by the Registrar and the Prosecutor (the “Registrar” and the “Prosecutor”) (the “Parties”), have agreed as follows:

#### CHAPTER I: GENERAL PROVISIONS

##### *Article 1. Purpose*

This Memorandum of Understanding (the “MOU”) sets out the modalities of cooperation between the United Nations and the Court in connection with investigations conducted by the Prosecutor into crimes within the jurisdiction of the Court which may have been committed on the territory of Central African Republic since August 2012.

##### *Article 2. Cooperation*

1. The United Nations undertakes to cooperate with the Court, in accordance with the specific modalities set out in this MOU.
2. This MOU may be supplemented from time to time by means of written agreement between the signatories or their designated representatives setting out additional modalities of cooperation between the United Nations and the Court or the Prosecutor as the case may be.
3. This MOU is supplementary and ancillary to the Relationship Agreement. It is subject to that Agreement and shall not be understood to derogate from any of its terms. In the case of any inconsistency between the provisions of this MOU and those of the Relationship Agreement, the provisions of the Relationship Agreement shall prevail.

##### *Article 3. Basic Principles*

1. It is understood that MINUSCA shall afford the assistance and support provided for in this MOU to the extent feasible within its capabilities and areas of deployment and

without prejudice to its ability to discharge its other mandated tasks taking duly into consideration the safety of its members and assets, and its operational priorities.

2. The Court acknowledges that the Government has primary responsibility for the safety and security of all individuals, property and assets present on its territory. Without prejudice to the MOU on Security Arrangements or to article 16 below, neither the United Nations nor MINUSCA shall be responsible for the safety or security of the staff/officials or assets of the Court or of potential witnesses, victims, suspects or accused or convicted persons identified in the course, or as a result, of the Prosecutor's investigations. In particular, nothing in this MOU shall be understood as establishing or giving rise to any responsibility on the part of the United Nations or MINUSCA to ensure or provide for the protection of witnesses, potential witnesses or victims identified or contacted by the Court, including the Prosecutor, in the course of its investigations.

3. The Registrar and the Prosecutor, as appropriate, shall take all necessary steps within their powers to ensure the discipline and orderly conduct of all the staff/officials of the Court and victims, witnesses, defence counsel and defence team members and counsel for victims and their team members at all times while they are on MINUSCA premises, in MINUSCA vehicles or under the immediate protection of MINUSCA and shall ensure that they comport themselves in a manner that respects and preserves the exclusively international character of MINUSCA and its premises, vehicles and personnel and does not prejudice in any way the security or proper conduct of MINUSCA's operations or activities.

#### *Article 4. Reimbursement*

1. All services, facilities, cooperation, assistance and other support that may be provided to the Court by the United Nations, including MINUSCA pursuant to this MOU shall be provided on a fully reimbursable basis.

2. The Court shall reimburse the United Nations, including MINUSCA in full for and in respect of all clearly identifiable costs that the United Nations, including MINUSCA, may incur as a result of or in connection with providing services, facilities, cooperation, assistance or support pursuant to this MOU.

3. It is understood that the clearly identifiable costs referred to in paragraph 2 above, include the costs of the administrative overheads involved in providing services, facilities, cooperation, assistance or support to the Court pursuant to this MOU and that these administrative costs shall be reimbursed to the United Nations at the rate of 14 per cent of the direct costs incurred by the United Nations, including MINUSCA, as a result of or in connection with the provision of such services, facilities, cooperation, assistance or support to the Court pursuant to this MOU.

4. The Court shall not be required to reimburse the United Nations, including MINUSCA for or in respect of:

(a) costs that the United Nations, including MINUSCA would have incurred regardless of whether or not services, facilities, cooperation, assistance or support were provided to the Court pursuant to this MOU;

(b) depreciation in the value of United Nations or contingent owned equipment, vehicles, vessels or aircraft that might be used by the United Nations, including MINUSCA in the course of providing services, facilities, cooperation, assistance or support pursuant to this MOU.

## CHAPTER II: SERVICES, FACILITIES AND SUPPORT

*Article 5. Administrative and logistical services*

1. MINUSCA is prepared, at the request of the Court, to provide administrative and logistical services to the Court, including:

(a) access to MINUSCA's information technology (IT) facilities in areas where available, subject to compliance with MINUSCA's information technology protocols, policies and rules, in particular with respect to the use of external applications and the installation of software;

(b) with the prior written consent of the Government and on the understanding that the Court purchases compatible equipment for that purpose, access to MINUSCA's internal telecommunications facilities (PABX) and its two-way radio security channels for the purpose of communications within Central African Republic;

(c) storage for items of equipment or property owned by the Court on a space-available basis, it being understood that risk of damage to, or deterioration or loss of, such equipment or property during its storage by MINUSCA shall lie with the Court. The Court hereby agrees to release the United Nations, including MINUSCA, and their officials, agents, servants and employees from any claim in respect of damage to, or deterioration or loss of, such equipment or property;

(d) provided that (i) staff/officials of the Court, and (ii) victims, witnesses, defence counsel, defence team members, and counsel for victims and their team members travelling for Court related purposes ("Other Persons") are lawfully entitled to benefit from the same immigration formalities on their entry into and departure from Central African Republic as members of MINUSCA, assistance to staff/officials of the Court and Other Persons in completing those formalities when arriving or departing on flights that are also carrying members of MINUSCA. It is understood that it is the Court's responsibility to ensure that its staff/officials and Other Persons are in possession of appropriate travel documents and that MINUSCA is not in a position to resolve any travel, immigration or departure problems for staff/officials of the Court and Other Persons;

(e) on an exceptional basis and with the prior written consent of the Government, temporary or overnight accommodation for staff/officials of the Court, and Other Persons travelling for Court related purposes on MINUSCA premises, it being understood that MINUSCA will consider requests for such services on a case-by-case basis, taking duly into consideration the accommodation needs and security of its own members and assets and the availability of alternative suitable accommodation in the vicinity. It shall be a condition of the accommodation of any staff/officials of the Court on MINUSCA premises that he or she first signs a waiver of liability as set out in Annex A of this MOU. The Court shall advise its staff/officials concerned of this requirement and shall instruct them to complete and sign that waiver. The Court shall advise Other Persons of the need to complete this waiver as a condition of their receiving temporary or overnight accommodation. MINUSCA and the Court shall make practical arrangements for the transmittal to MINUSCA of completed and signed waivers at least 5 (five) working days in advance of the arrival of the staff/officials and Other Persons concerned at MINUSCA premises at which they are to be accommodated. The United Nations shall not be responsible in any way for the safety or security of any staff/officials and Other Persons of the Court who are accommodated on MINUSCA premises pursuant to a request by the Court;



(f) Access to MINUSCA's vehicle maintenance facilities for the purpose of first line maintenance of the Court's vehicles, it being understood that neither the United Nations nor MINUSCA is in a position to guarantee parts, consumables or workmanship;

(g) sale, at prevailing market rates, of computing equipment and supplies and of Post Exposure Prophylaxis (PEP) kits, subject to availability and to the priority that is to be accorded to MINUSCA's own operational requirements, it being understood that such items can only be sold where no alternative sources are available or in emergency situations and provided that MINUSCA has surplus emergency stocks;

(h) geographic or cartographic information relating to a particular area, including cartographic outputs in digital or paper format from existing MINUSCA resources.

2. The Court shall make requests for such services in writing, preferably on a quarterly basis, and in any event not less than 30 (thirty) days before the service is required. In making such requests, the Court shall specify the nature of the administrative or logistical services sought, when and where they are sought and for how long. MINUSCA shall inform the Court in writing whether or not it accedes to a request as soon as possible and in any event within 10 (ten) working days of its receipt. In the event that it accedes to a request, MINUSCA shall simultaneously inform the Court in writing of the date on which it is able to commence provision of the services concerned and of their estimated cost.

3. Should MINUSCA, in its sole discretion, determine that the provision of the administrative or logistical services requested by the Court is beyond the staffing capabilities of MINUSCA, MINUSCA shall nevertheless provide such services if the Court first agrees to provide MINUSCA with the funds needed by it to recruit and pay for the services of additional administrative support staff to assist MINUSCA in performing the said administrative or logistical services and provides all related infrastructure and common services requirements necessary to accommodate such staff.

#### *Article 6. Medical Services*

1. In the event of a medical emergency affecting staff/officials of the Court while they are present in MINUSCA's areas of deployment, MINUSCA undertakes, subject to availability and to the security of its own members and assets, to provide, on request by the Court:

(a) on-site medical support to the staff/officials of the Court concerned, and

(b) transportation to the nearest available appropriate medical facility, including emergency medical evacuation services to an appropriate country, it being understood that it is the Court's responsibility to arrange for subsequent hospitalisation and further medical treatment in that country,

it being further understood that, in the provision of such services, staff/officials of the Court shall be accorded the same priority as is accorded to officials of the specialized agencies and of the other related organizations of the United Nations.

2. MINUSCA shall provide Level I medical services for staff/officials of the Court at MINUSCA's United Nations-owned medical facilities in Central African Republic on a space-available basis, it being understood that, in the delivery of such services, staff/officials shall be accorded the same priority as is accorded to officials of the specialized agencies and of the other related organizations of the United Nations.



3. For witnesses that could be evacuated or sheltered on an emergency basis by MINUSCA, MINUSCA shall provide for them emergency medical services at MINUSCA's United Nations-owned medical facilities in Central African Republic on a space-available basis.

4. The Court shall advise its staff/officials travelling to Central African Republic on official business of the requirement to complete and sign a release from liability form (the Release from Liability Form), as set out in Annex B of this MOU, as a condition to obtaining medical services pursuant to this MOU and shall accordingly instruct them to complete and sign such a form before travelling and to carry a copy with them at all times while in Central African Republic. MINUSCA and the Court shall make practical arrangements for the transmittal to MINUSCA of completed and signed forms in advance of the arrival of the staff/officials concerned in Central African Republic. Without prejudice to the foregoing, it is nevertheless understood that no staff/officials of the Court will be denied medical services provided for in this MOU solely on the grounds of his or her not having previously completed and signed a Release from Liability Form if, at the time of the medical emergency or of arrival at the medical facility, he or she is physically unable to complete and sign such a form.

5. The present article applies *mutatis mutandis* to defence counsel and counsel for victims as well as the members of their team in a case before the Court, where such persons are not staff/officials of the Court.

#### *Article 7. Transportation*

1. At the request of the Court and subject to prior signature of a waiver of liability by the staff/officials of the Court concerned as set out in Annex C of this MOU, MINUSCA shall provide aircraft passenger services to staff/officials of the Court, on a space-available basis, aboard its regular flights, it being understood that, in the provision of such services, staff/officials of the Court shall be accorded the same priority as is accorded to officials of the specialized agencies and of the other related organizations of the United Nations.

2. MINUSCA is prepared to give favourable consideration, when appropriate and on a case-by-case basis, to requests by the Court for additional ground time at landing sites subject to operational limitations.

3. MINUSCA may provide special flights to the Court, where possible, at the Court's request on a full cost reimbursement basis.

4. At the request of the Court and with the prior written consent of the Government, MINUSCA may provide assistance to the Court by transporting on MINUSCA aircraft witnesses who are voluntarily cooperating with the Court. MINUSCA will consider such requests on a case-by-case basis, taking duly into consideration the security of its own members and assets, the performance of its other mandated tasks and operational priorities, seat availability on MINUSCA aircraft and the availability of alternative means of transportation, such as commercial flights. Neither MINUSCA nor the United Nations shall be responsible for the security or safety of any witnesses whom MINUSCA might transport on its aircraft in response to such requests. It shall be a condition to the transportation of any witness on MINUSCA aircraft pursuant to such a request that the witness concerned first sign a waiver of liability as set out in Annex D of this MOU and that staff/officials of the Court accompany the witness during the entire period of his or her transportation by MINUSCA. In the event that it is necessary to protect the identity of a

particular witness, the Court and MINUSCA shall consult with each other, at the Court's request, with a view to putting in place practical arrangements that will make it possible for the witness concerned to complete the waiver of liability as set out in Annex D of this MOU while at the same time protecting his or her identity.

5. At the request of the Court and subject to the signature of a waiver of liability by the staff/officials of the Court concerned as set out in Annex E of this MOU, MINUSCA shall provide transportation in its motor vehicles to staff/officials of the Court on a space-available basis, it being understood that, in the provision of such services, staff/officials of the Court shall be accorded the same priority as is accorded to officials of the specialized agencies and of the other related organizations of the United Nations.

6. At the request of the Court and with the prior written consent of the Government, MINUSCA may provide assistance to the Court by transporting in MINUSCA motor vehicles witnesses who are voluntarily cooperating with the Court. The provisions of paragraph 4 of this article shall apply in respect of such requests, *mutatis mutandis*, except that the waiver that is to be signed by any witness who may be transported by MINUSCA pursuant to any such request shall be as set out in Annex E of this MOU.

7. At the request of the Court, MINUSCA shall provide air or ground transportation services for items of Court-owned equipment or property on a space-available basis, it being understood that, in the provision of such services, items of Court-owned equipment or property shall be accorded the same priority as is accorded to equipment or property of the specialized agencies and of the other related organizations of the United Nations. Risk of damage to, or loss of, items of Court-owned equipment or property during such transportation shall lie with the Court. The Court hereby agrees to release the United Nations, including MINUSCA, from any claim in respect of damage to, or loss of, such equipment or property.

8. The Court shall make all requests regarding the provision of transportation by MINUSCA under this article in writing, preferably on a quarterly basis and in any event not less than 30 (thirty) days before the service is required. In making such requests, the Court shall specify for whom or what and the date on, and the locations between, which transportation is sought. MINUSCA shall inform the Court in writing whether or not it accedes to a request as soon as possible and in any event within 10 (ten) working days of its receipt. If MINUSCA accedes to a request, it shall simultaneously provide the Court with a written estimate of the cost of the transportation services chargeable to it.

9. Without prejudice to article 4 of this MOU, it is understood that costs that are reimbursable by the Court in connection with services provided pursuant to this article shall include, *inter alia*, those arising from the payment by the United Nations of any additional insurance premiums and of any increase in fees for the charter of aircraft and, in the case of any special flights provided pursuant to paragraph 3 of this article, the cost of fuel consumed by United Nations or contingent owned aircraft and of helicopter or aircraft flying hours.

10. MINUSCA confirms to the Court that it is prepared, in principle, to give consideration to requests from the Government to assist the Government in the transportation of:

- (a) suspects or accused persons, for the purpose of their transfer to the Court;

(b) witnesses who have received a summons from the competent authorities of Central African Republic to attend for questioning, for the purpose of their transfer to the location in Central African Republic identified in that summons.

11. At the request of the Court, MINUSCA is prepared to arrange for the rental by the Court from commercial operators of motor vehicles for the purpose of the official travel of its staff/officials. The procurement of such rental services shall be carried out in accordance with the UN Financial Regulations and Rules, provided that the vehicle rental contract will be entered into between the Court and the rental service provider.

12. Paragraphs 1, 5 and 8 of the present article apply *mutatis mutandis* to defence counsel and counsel for victims as well as the members of their team in a case before the Court, where such persons are not staff/officials of the Court, it being understood that such persons shall not be accorded the same priority as staff/officials of the Court.

#### *Article 8. Police and Military Support*

1. At the request of the Court and with the prior written consent of the Government, MINUSCA may provide police or military support to the Court for the purpose of facilitating its investigations in areas where MINUSCA police or military units are already deployed.

2. The Court endeavours to make requests for such support in writing, and wherever possible, preferably on a quarterly basis and in any event not less than 30 (thirty) days before the service is required. When making such requests, the Court shall provide such information as the location, date, time and nature of the investigation that is to be conducted and the number of staff/officials of the Court involved, as well as an evaluation of the attendant risks of which the Court may be aware.

3. MINUSCA will review such requests on a case-by-case basis, taking into consideration the security of its own members and assets, the performance of its other mandated tasks and operational priorities, the consistency of the support requested with its mandate and Rules of Engagement or Directive on the Use of Force and the capacity of the Government to provide adequate security for the investigation concerned. MINUSCA shall inform the Court in writing whether or not it accedes to such requests as soon as possible and in any event within 10 (ten) working days of their receipt.

4. In the event that MINUSCA agrees to a request, MINUSCA shall, on the basis of the information provided by the Court, determine in an operational order the extent, nature and duration of the police or military support to be provided, together with an estimate of the total reimbursable cost of the operation chargeable to the Court. The Court shall acknowledge in writing its agreement to that operational order.

5. Any police or military units and equipment that MINUSCA might deploy pursuant to such an order shall remain exclusively and at all times under MINUSCA's command and control.

6. For the purposes of this article, reference to police support is restricted to support by Formed Police Units (FPUs).

7. Without prejudice to article 4 of this MOU, it is understood that the costs that are reimbursable by the Court in connection with support provided pursuant to this article shall include, *inter alia*, the cost of fuel consumed by United Nations or contingent owned vehicles, vessels or aircraft and of any helicopter or aircraft flying hours.

## CHAPTER III: COOPERATION AND LEGAL ASSISTANCE

*Article 9. Access to documents and information held by MINUSCA*

1. Requests by the Prosecutor for access to documents held by MINUSCA are governed by article 18 of the Relationship Agreement.

2. Requests by the Prosecutor for access to such documents shall be communicated by the Prosecutor in writing to the Under-Secretary-General for Peacekeeping Operations and simultaneously copied to the Legal Counsel of the United Nations and to the Special Representative of the Secretary-General for Central African Republic.

3. Such requests shall identify with a reasonable degree of specificity the document or the category or categories of documents to which the Prosecutor wishes to be afforded access, and shall explain succinctly how and why such document or documents or the information that they contain is relevant to the conduct of the Prosecutor's investigations and explain why that information cannot reasonably be obtained by other means or from some other source.

4. The Under-Secretary-General for Peacekeeping Operations shall respond to the Prosecutor in writing as soon as possible and in any event within 30 (thirty) days of the receipt of the request.

5. The United Nations, acting through the Under-Secretary-General for Peacekeeping Operations, may, on its own initiative make available to the Prosecutor documents held by MINUSCA that the United Nations may have reason to believe may be of use to the Prosecutor in connection with her or his investigations.

6. The United Nations shall endeavour, wherever possible, to accede to the Prosecutor's requests by providing the document or documents to which the Prosecutor wishes to be afforded access and by not placing any conditions, limitations, qualifications or exceptions on their disclosure.

7. Where a document requested contains information the disclosure of which would:

(a) endanger the safety or security of any person, or

(b) prejudice the security or proper conduct of any operation or activity of the United Nations or of its specialized agencies or related organizations or of its implementing partners or executing agencies, or

(c) violate an obligation of confidentiality owed by the United Nations to a third party, or

(d) violate or interfere with the privacy of a third person, or

(e) undermine or compromise the free and independent decision-making processes of the United Nations, or

(f) endanger the security of any Member State of the United Nations,

the United Nations shall nevertheless endeavour, wherever possible, to provide the document concerned to the Prosecutor. To this end, the United Nations may request the order by the Court of appropriate measures of protection in respect of the document or, in the absence of such measures, may place conditions, limitations, qualifications or exceptions on the disclosure of the document or on specified parts of its contents, including the introduction of redactions, for the purpose of preventing the disclosure of information of one or other of the kinds described above in a manner that would endanger the safety or security

of any person or be detrimental to the interests of the United Nations or its Member States or place the United Nations in violation of its obligations.

8. Where it considers there is no other practicable way in which it can respond positively to the Prosecutor's request, the United Nations may, on an exceptional basis, provide documents to the Prosecutor subject to the arrangements and protections provided for in article 18, paragraph 3, of the Relationship Agreement. In such an eventuality, the provisions set out in Annex F to this MOU shall apply.

9. It is understood that, in the normal course of events, the United Nations will provide the Prosecutor with photocopies of documents held by MINUSCA and not with original versions. The United Nations is, nevertheless, prepared, in principle, to make available to the Prosecutor, on a temporary basis, the original versions of specific documents, should the Prosecutor indicate that such original versions are needed for evidentiary or forensic reasons. Requests for such original versions shall be communicated by the Prosecutor in writing to the Under-Secretary-General for Peacekeeping Operations and simultaneously copied to the Legal Counsel of the United Nations and to the Special Representative of the Secretary-General for Central African Republic. The United Nations undertakes to endeavour to accede to such requests whenever possible. It is nevertheless understood that the United Nations shall be free to decline any such request or to accede to it subject to such conditions, limitations, qualifications or exceptions as it might deem appropriate. It is further understood that the agreement of the United Nations to make available original versions of documents may only be given in writing, by the Under-Secretary-General for Peacekeeping Operations.

10. For the purposes of this article, documents are understood to include communications, notes and records in written form, including records of meetings and transcripts of audio- or video-taped conversations, facsimile transmissions, electronic mail, computer files and maps, whether generated by members of MINUSCA or received by MINUSCA from third parties.

11. References in this article to documents are to be understood to include other recorded forms of information, which may be in the form, *inter alia*, of audiotapes or digital audio files, including audiotapes or digital audio files of radio intercepts, video recordings, including video recordings of crime scenes and of statements by victims and potential witnesses, and photographs.

12. Without prejudice to article 4 of this MOU, it is understood that costs that are reimbursable by the Court in connection with assistance provided pursuant to this article shall include, *inter alia*:

- (a) the costs of copying documents provided to the Prosecutor;
- (b) the costs of transmitting those copies to the Prosecutor;
- (c) costs incurred in, or necessarily incidental to, making available and transmitting to the Prosecutor original versions of documents pursuant to paragraph 9 of this article.

13. References in paragraphs 4, 5 and 9 of this article to the Under-Secretary-General for Peacekeeping Operations are to be understood to include the Assistant Secretary-General for Peacekeeping Operations.

14. References in this article to the Prosecutor are to be understood to include the Deputy Prosecutors and the Heads of Divisions.

15. The provisions of this article and Annex F shall apply *mutatis mutandis* with respect to requests submitted by the Registrar for the purposes of facilitating investigations pursuant to an order of a Chamber of the Court.

16. The Parties agree that defence counsel and counsel for victims as well as the members of their team in a case before the Court, where such persons are not staff/officials of the Court shall benefit from the possibilities of accessing documents and information held by MINUSCA on and subject to, *mutatis mutandis*, the terms and conditions set out in this article and Annex F. Such requests shall be submitted through the Registrar.

*Article 10. Interview of members of MINUSCA*

1. The United Nations undertakes to cooperate with the Prosecutor by taking such steps as are within its powers and capabilities to make available for interview by the Prosecutor members of MINUSCA whom there is good reason to believe may have information that is likely to be of assistance to the Prosecutor in the conduct of her or his investigations and that cannot reasonably be obtained by other means or from some other source. It is understood that, in the case of interviews conducted on the territory of Central African Republic, MINUSCA will only so cooperate with the prior written consent of the Government.

2. Requests by the Prosecutor to interview members of MINUSCA shall be communicated in writing to the Under-Secretary-General for Peacekeeping Operations and simultaneously copied to the Legal Counsel of the United Nations and to the Special Representative of the Secretary-General for Central African Republic.

3. Such requests shall identify the member of MINUSCA whom the Prosecutor wishes to interview, identify with a reasonable degree of specificity the category or categories of information that the Prosecutor believes that the member of MINUSCA concerned might be able to provide, explain succinctly how and why such information is relevant to the conduct of the Prosecutor's investigations and explain why that information cannot reasonably be obtained by other means or from some other source.

4. The Under-Secretary-General for Peacekeeping Operations shall respond to the Prosecutor in writing as soon as possible and in any event within 30 (thirty) days of the receipt of the request.

5. It is understood that police or military members of national contingents assigned to the police or military component of MINUSCA remain subject to the police or military rules, regulations and discipline of the State contributing the contingent to which they belong. The Prosecutor accordingly understands that, once she or he has obtained the response of the Under-Secretary-General for Peacekeeping Operations to a request to interview a police or military member of a national contingent assigned to MINUSCA's police or military component, she or he may need to approach the competent authorities of the State contributing the contingent to which that member of MINUSCA belongs with a view to arranging for him or her to be interviewed.

6. Whenever so requested by the Under-Secretary-General for Peacekeeping Operations, the Prosecutor shall accept the presence of a representative of the United Nations at and during the interview of a member of MINUSCA. The Under-Secretary-General for Peacekeeping Operations shall provide reasons in writing for any such request.



7. The Prosecutor shall, as soon as possible after the interview of a member of MINUSCA, provide both the Under-Secretary-General for Peacekeeping Operations and the member of MINUSCA concerned with a written transcript of the interview or the interview record.

8. It is understood that, unless otherwise expressly stated by the Under-Secretary-General for Peacekeeping Operations, members of MINUSCA who may be interviewed by the Prosecutor are not at liberty to disclose to the Prosecutor information the disclosure of which would:

- (a) endanger the safety or security of any person;
- (b) prejudice the security or proper conduct of any operation or activity of the United Nations or of its specialised agencies or related organizations or of its implementing partners or executing agencies;
- (c) violate an obligation of confidentiality owed by the United Nations to a third party;
- (d) violate or interfere with the privacy of a third person;
- (e) undermine or compromise the free and independent decision-making processes of the United Nations;
- (f) endanger the security of any Member State of the United Nations.

9. In the event that a member of MINUSCA who is interviewed by the Prosecutor discloses to the Prosecutor during the interview without specific authorization from the Under-Secretary-General for Peacekeeping Operations information of one or other of the kinds specified in the preceding paragraph, the Prosecutor, at the request of and in consultation with the Under-Secretary-General for Peacekeeping Operations, shall take the necessary measures to ensure the confidentiality of that information, to restrict its availability within her or his Office on a strictly “need to know” basis and, as necessary, to request that necessary measures be taken by the Court to prevent its onward disclosure. In the event that the Prosecutor her/himself has reason to believe that the member of MINUSCA concerned has disclosed such information during the interview, she or he shall immediately so notify the Under-Secretary-General for Peacekeeping Operations and, pending his or her response, shall take the necessary measures to ensure the confidentiality of that information.

10. It is understood that members of MINUSCA who may be interviewed by the Prosecutor are not at liberty to provide the Prosecutor with copies of any confidential documents of the United Nations that might be in their possession. It is further understood that, if the Prosecutor wishes to obtain copies of such documents, she or he should direct any request to that end to the Under-Secretary-General for Peacekeeping Operations in accordance with article 9, paragraph 2, of this MOU. At the same time, it is understood that, unless otherwise specified by the Under-Secretary-General for Peacekeeping Operations, members of MINUSCA are at liberty to refer to such documents and, subject to paragraph 8 of this article, to disclose their contents in the course of their interview.

11. The provisions of this article shall also apply with respect to the interview by the Prosecutor of:

- (a) former members of MINUSCA;

(b) contractors engaged by the United Nations or by MINUSCA to perform services or to supply equipment, provisions, supplies, materials or other goods in support of MINUSCA's activities ("contractors");

(c) employees of such contractors ("employees of contractors").

12. The Court shall bear all costs incurred in connection with the interview of members of MINUSCA.

13. The provisions of this article shall not apply to cases in which the Prosecutor wishes to interview a member of MINUSCA who the Prosecutor has reason to believe may be criminally responsible for a crime within the jurisdiction of the Court.

14. References in paragraphs 4, 5, 6, 8 and 9 of this article to the Under-Secretary-General for Peacekeeping Operations are to be understood to include the Assistant Secretary-General for Peacekeeping Operations.

15. References in this article to the Prosecutor are to be understood to include the Deputy Prosecutors and the Heads of Divisions.

16. The provisions of this article and its related annexes shall apply *mutatis mutandis* with respect to requests submitted by the Registrar for the purposes of facilitating investigations pursuant to an order of a Chamber of the Court.

17. The Parties agree that defence counsel and counsel for victims as well as the members of their team in a case before the Court, where such persons are not staff/officials of the Court shall benefit from the possibilities of interviewing members of MINUSCA on and subject to, *mutatis mutandis*, the terms and conditions set out in this article. Such requests shall be submitted through the Registrar.

#### *Article 11. Testimony of members of MINUSCA*

1. Requests by the Prosecutor for the testimony of officials of the United Nations assigned to serve with MINUSCA are governed by article 16 of the Relationship Agreement. That article shall also apply *mutatis mutandis* with respect to requests by the Prosecutor for the testimony of other members of MINUSCA, including United Nations Volunteers, military observers, military liaison officers, UNPOL, experts performing missions for the United Nations and military members of national contingents assigned to serve with MINUSCA's military component.

2. Requests by the Prosecutor for the testimony of members of MINUSCA shall be communicated in writing to the Legal Counsel of the United Nations and shall be simultaneously copied to the Under-Secretary-General for Peacekeeping Operations and to the Special Representative of the Secretary-General for Central African Republic. The Legal Counsel of the United Nations or the Assistant Secretary-General for Legal Affairs shall respond to the Prosecutor in writing as soon as possible and in any event within 30 (thirty) days of the receipt of the request.

3. Requests shall identify the member of MINUSCA whom the Prosecutor wishes to testify, identify with a reasonable degree of specificity the matter or matters on which the Prosecutor wishes the member of MINUSCA concerned to testify, explain succinctly how and why such testimony is relevant to the Prosecutor's case and explain why testimony on the matter or matters concerned cannot reasonably be obtained from some other source.



4. It is understood that only the Legal Counsel of the United Nations or the Assistant Secretary-General for Legal Affairs may, on behalf of the Secretary-General, execute the waiver contemplated in article 16 of the Relationship Agreement in respect of a member of MINUSCA. It is further understood that any such waiver must be executed in writing.

5. It is understood that police or military members of national contingents assigned to the police or military component of MINUSCA remain subject to the police and military rules, regulations and discipline of the State contributing the contingent to which they belong. The Prosecutor accordingly understands that, once she or he has obtained the response of the Legal Counsel of the United Nations or of the Assistant Secretary-General for Legal Affairs to a request for the testimony of a police or military member of a national contingent assigned to MINUSCA's police or military component, she or he may need to approach the competent authorities of the State contributing the contingent to which that member of MINUSCA belongs with a view to arranging for his or her testimony.

6. The provisions of this article shall also apply with respect to the testimony of:

- (a) former members of MINUSCA;
- (b) contractors;
- (c) employees of contractors.

7. The Court shall bear all costs incurred in connection with the testimony of members of MINUSCA.

8. The provisions of this article shall not apply to cases in which the Court seeks to exercise its jurisdiction over a member of MINUSCA who is alleged to be criminally responsible for a crime within the jurisdiction of the Court.

9. References in this article to the Prosecutor are to be understood to include the Deputy Prosecutors and the Heads of Divisions.

10. The provisions of this article and its related annexes shall apply *mutatis mutandis* with respect to requests submitted by the Registrar for the purposes of facilitating investigations pursuant to an order of a Chamber of the Court.

11. The Parties agree that defence counsel and counsel for victims as well as the members of their team in a case before the Court, where such persons are not staff/officials of the Court shall benefit from the possibilities of requesting testimony of members of MINUSCA through the Registrar on and subject to, *mutatis mutandis*, the terms and conditions set out in this article.

#### *Article 12. Assistance in Tracing Witnesses*

1. At the request of the Prosecutor and with the prior written consent of the Government, MINUSCA may assist the Prosecutor by taking such steps as may be within its powers and capabilities to identify, trace and locate witnesses or victims not members of MINUSCA whom the Prosecutor wishes to contact in the course of her or his investigations and who there is good reason to believe may be present in MINUSCA's areas of deployment. MINUSCA will consider such requests by the Prosecutor on a case-by-case basis, taking duly into consideration the security of its own members and assets, the performance of its other mandated tasks and operational priorities and the risks to victims or

witnesses that may arise from any attempt by MINUSCA to identify, trace or locate them, as well as any attendant risks to their families, dependants or third parties.

2. The Prosecutor shall make requests for assistance under this article in writing. When making such requests, she or he shall provide MINUSCA in writing, with an evaluation of the risks of which she or he is aware that are likely to be attendant on any attempt to identify, trace or locate the victims or witnesses concerned. MINUSCA shall inform the Prosecutor in writing whether or not it accedes to a request as soon as possible and in any event within ten (10) working days of its receipt.

3. MINUSCA shall not be responsible for the safety or security of any witnesses or victims whom it may endeavour to identify and locate pursuant to this article, nor shall it be responsible for the safety or security of their families or dependants or of any third parties.

4. The provisions of this article shall apply *mutatis mutandis* with respect to requests submitted by the Registrar for the purposes of facilitating investigations pursuant to an order of a Chamber of the Court.

5. The Parties agree that defence counsel and counsel for victims as well as the members of their team in a case before the Court, where such persons are not staff/officials of the Court shall benefit from the possibilities of requesting assistance in tracing witnesses subject to, *mutatis mutandis*, the terms and conditions set out in this article. Such requests shall be submitted through the Registrar.

#### *Article 13. Assistance in Respect of Interviews*

1. At the request of the Prosecutor and with the prior written consent of the Government, MINUSCA may agree to allow the Prosecutor to conduct on MINUSCA premises interviews of witnesses who are not members of MINUSCA and who are voluntarily cooperating with the Prosecutor in the course of her or his investigations. MINUSCA will consider such requests by the Prosecutor on a case-by-case basis, taking duly into consideration the security of its own members and assets, the performance of its other mandated tasks and operational priorities and the availability of suitable alternative locations for the conduct of such interviews.

2. The Prosecutor endeavours to make requests for assistance under this article in writing, wherever possible, preferably on a quarterly basis and in any event not less than 30 (thirty) days before the assistance is required. When making such requests, she or he shall explain in writing why the use of MINUSCA premises is being sought and shall provide MINUSCA in writing with an evaluation of the risks attendant on the interview of the witness concerned of which she or he may be aware. MINUSCA shall inform the Prosecutor in writing whether or not it accedes to a request as soon as possible and in any event within ten (10) working days of its receipt.

3. It shall be a condition to the interview of any witness on MINUSCA premises pursuant to this article that staff/officials of the Court accompany the witness throughout the time that he or she is present on MINUSCA premises.

4. Neither MINUSCA nor the United Nations shall be responsible for the security or safety of any staff/officials of the Court or of any witnesses while they are on MINUSCA premises for the purpose of the conduct of interviews pursuant to this article.

5. The provisions of this article shall apply *mutatis mutandis* with respect to requests submitted by the Registrar for the purposes of facilitating investigations pursuant to an order of a Chamber of the Court.

6. The Parties agree that defence counsel and counsel for victims as well as the members of their team in a case before the Court, where such persons are not staff/officials of the Court shall benefit from the possibility to conduct on MINUSCA premises, interviews of witnesses who are not members of MINUSCA and who are voluntarily cooperating with the Court subject to, *mutatis mutandis*, the terms and conditions set out in this article. Such requests shall be submitted through the Registrar.

*Article 14. Assistance In the preservation of physical evidence*

1. At the request of the Prosecutor and with the prior written consent of the Government, MINUSCA may assist the Prosecutor by storing items of physical evidence for a limited period of time in secure rooms, closets or safes on MINUSCA premises.

2. The Prosecutor shall make such requests in writing at least 60 (sixty) days before the service is required. In making such requests, the Prosecutor shall specify the items of physical evidence whose storage is sought, where their storage is sought and for how long. MINUSCA shall inform the Prosecutor in writing at least 30 (thirty) days before the service is required, whether or not it accedes to a request as soon as possible and in any event within 10 (ten) working days of its receipt. In the event that it accedes to a request, MINUSCA shall simultaneously inform the Prosecutor of the date on which storage can be provided, where and for how long.

3. Notwithstanding MINUSCA's previous accession to a request to store a particular item of evidence, MINUSCA may, at any time and upon giving reasonable notice in writing, require the Prosecutor to remove that item from its premises.

4. It is understood that the risk of damage to, or deterioration or loss of, items of physical evidence during their storage by MINUSCA shall lie with the Court. The Court hereby agrees to release the United Nations, including MINUSCA, and their officials, agents, servants and employees from any claim in respect of damage to, or deterioration or loss of, such items of physical evidence.

5. The provisions of this article shall apply *mutatis mutandis* with respect to requests submitted by the Registrar for the purposes of facilitating investigations pursuant to an order of a Chamber of the Court.

6. The Parties agree that defence counsel and counsel for victims as well as the members of their team in a case before the Court, where such persons are not staff/officials of the Court shall benefit from the possibility to be assisted in the preservation of physical evidence subject to, *mutatis mutandis*, the terms and conditions set out in this article. Such requests shall be submitted through the Registrar.

*Article 15. Arrests, searches and seizures and securing of crime scenes*

1. MINUSCA confirms to the Court that it is prepared, in principle and consistently with its mandate, to give consideration, on a case-by-case basis, to requests from the Government to assist the Government in:

- (a) carrying out the arrest of persons whose arrest is sought by the Court;

- (b) securing the appearance of a person whose appearance is sought by the Court;
- (c) carrying out the search of premises and seizure of items whose search and seizure are sought by the Court;

it being understood that MINUSCA, if and when it accedes to such requests to assist the Government, does not in any way take over responsibilities that lie with the Government.

2. MINUSCA confirms to the Court that it is prepared, in principle and consistently with its mandate, to secure the scenes of possible crimes within the jurisdiction of the Court (“crime scenes”) which it may encounter in the course of carrying out its mandate, pending the arrival of the relevant authorities of Central African Republic. MINUSCA shall notify the Prosecutor as soon as possible of the existence of any such crime scene. MINUSCA further confirms to the Court that it is prepared, in principle where consistent with its existing authorities and responsibilities, to give consideration to requests for assistance whether from the Prosecutor, or from the Government to assist the Government in securing and preserving the integrity of such crime scenes, pending arrival of staff/officials of the Office of the Prosecutor, thereafter, if requested by the Government or the Court. It is understood that, in the case of requests from the Court, MINUSCA will only so cooperate with the prior written consent of the Government.

#### CHAPTER IV: SECURITY

##### *Article 16. Security Arrangements*

1. The provisions of this article are supplemental and additional to those of the MOU on Security Arrangements and shall be understood to be without prejudice to, and not to derogate in any manner from, its terms. The Special Representative of the Secretary-General for Central African Republic is the Designated Official for Central African Republic within the meaning of that expression as it appears in the Memorandum of Understanding.

2. At the request of the Court, MINUSCA shall, upon presentation of a valid form of identification, issue to staff/officials of the Court identity cards granting them access to MINUSCA facilities as official visitors for the duration of their mission in Central African Republic. The Court shall make such requests in writing, at least five (5) working days in advance of the arrival of the staff/officials concerned in Central African Republic.

3. MINUSCA shall permit staff/officials of the Court to attend security-related briefings provided by MINUSCA, as and when deemed appropriate by the Special Representative of the Secretary-General for Central African Republic.

4. MINUSCA shall, in case of emergency, provide temporary shelter within MINUSCA premises to staff/officials of the Court who present themselves at such premises and request protection, pending their emergency evacuation or relocation to another country, if necessary.

5. The Court shall instruct its staff/officials:

(a) to follow the security instructions and directives issued by or under the authority of the Special Representative of the Secretary-General for Central African Republic;

(b) to comply with operational directions or orders issued to them by members of MINUSCA while they are under their immediate protection;

(c) to comply at all times while they are on MINUSCA premises, are aboard MINUSCA vehicles, vessels or aircraft, or are under the immediate protection of members

of MINUSCA with all MINUSCA instructions, directives and policies regarding the care, carriage, display and use of firearms.

6. Staff/officials of the Court carrying firearms shall, upon entering MINUSCA premises or boarding any MINUSCA vehicle, vessel or aircraft, report to the senior MINUSCA security officer or other senior member of MINUSCA present that they are carrying firearms and shall, upon request, hand over the firearms to MINUSCA for the duration of their stay on such premises or journey on such vehicle, vessel or aircraft. It is understood that the risk of damage to or loss of such firearms during their storage by MINUSCA shall remain with the Court, unless such damage or loss results from the negligence of the United Nations or of MINUSCA officials, agents, servants and employees or any third party. Subject to this exception, the Court hereby agrees to release the United Nations, including MINUSCA, and their officials, agents, servants and employees from any claim in respect of such damage or loss.

7. MINUSCA undertakes to store such firearms in a secure place and to treat them with the same level of care as it applies to its own firearms of the same nature.

8. MINUSCA confirms to the Court that, subject to the security of its own members and assets, it is prepared to provide temporary shelter within MINUSCA premises to witnesses who are not members of MINUSCA and who are cooperating with the Court in the course of its investigations in the event that they come under imminent threat of physical violence and present themselves at such premises and request protection.

9. At the request of the Court, MINUSCA may undertake operations of a limited character to extract witnesses who are not members of MINUSCA and who are cooperating with the Court in the course of its investigations in the event that they come under imminent threat of physical violence. MINUSCA will review such requests on a case-by-case basis, taking into consideration the security of its own members and assets, the performance of its other mandated tasks and operational priorities, the consistency of the proposed operation with its mandate and its Rules of Engagement or Directives on the Use of Force and the capacity of the Government to provide security for the witnesses concerned. MINUSCA shall inform the Court as soon as possible whether or not it accedes to its request.

10. Without prejudice to article 4 of this MOU, it is understood that the costs that are reimbursable by the Court in connection with support provided pursuant to the preceding paragraph shall include, *inter alia*, the cost of fuel consumed by United Nations or contingent owned vehicles, vessels or aircraft and of any helicopter or aircraft flying hours.

11. Paragraph 4 of the present article applies *mutatis mutandis* to defence counsel and counsel for victims as well as the members of their team in a case before the Court, where such persons are not staff/officials of the Court. Such requests shall be submitted through the Registrar who will advise such persons that the form of assistance envisaged in this paragraph is subject to provisions of paragraph 5 of this article.

## CHAPTER V: IMPLEMENTATION

### *Article 17. Payments*

1. MINUSCA shall submit invoices to the Court for the provision of services, facilities, cooperation, assistance and support under this MOU. It shall do so promptly and, in any event, within 60 (sixty) days of the date on which the services, facilities, cooperation, assistance or support concerned was provided.

2. The Court shall make payment against such invoices within 30 (thirty) days of the date printed on them.

3. Payment shall be made in United States Dollars, by means of bank transfer made payable to the United Nations bank account specified on the invoice concerned.

#### *Article 18. Communications*

1. MINUSCA and the Registrar and the Prosecutor shall each designate official contact persons responsible:

(a) for making, receiving and responding to requests under articles 5, 6, 7, 8, 12, 13, 14 and 16 of this MOU for administrative and logistical services, medical services, transportation, police and military support, assistance in tracing witnesses, assistance in respect of interviews, assistance in the preservation of physical evidence, the issuance of identity cards and the extraction of witnesses;

(b) for transmitting and receiving medical release forms under article 6, paragraph 3, of this MOU;

(c) for submitting and receiving invoices and for making and receiving payments under article 17 of this MOU.

These designated official contact persons shall be the exclusive channels of communication on these matters between MINUSCA and the Court.

2. All requests, notices and other communications provided for or contemplated in this MOU shall be made in writing, either in English or in French.

3. All requests and communications provided for or contemplated in this MOU shall be treated as confidential, unless the Party making the request or communication specifies otherwise in writing. The United Nations, MINUSCA, the Registrar and the Prosecutor shall restrict the dissemination and availability of such requests and communications and the information that they contain within their respective organizations or offices on a strictly “need to know” basis, it being understood that the Registry and the Prosecutor, may nevertheless share such requests with the Chambers on a strictly confidential and *ex parte* basis, should this become necessary, in which event the Registrar or the Prosecutor shall immediately inform the United Nations in writing by means of a communication addressed to the Legal Counsel. The Parties shall also take the necessary steps to ensure that those handling such requests and communications are aware of the obligation strictly to respect their confidentiality.

#### *Article 19. Consent of the Government*

It shall be the responsibility of the Court to obtain the prior written consent of the Government, as provided for in article 5 paragraph 1(b) and (e), article 7, paragraphs 4 and 6, article 8, article 10, paragraph 1, article 12, paragraph 1, article 13, paragraph 1, article 14, paragraph 1 and article 15, paragraph 2.

#### *Article 20. Planning*

The Registrar and the Prosecutor shall each regularly prepare and submit to MINUSCA a rolling work plan for the three months ahead, indicating the nature and

scope of the services, facilities, cooperation, assistance and support that she or he anticipates requesting from MINUSCA pursuant to articles 5, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 of this MOU, as well as the size, timing, location and duration of each of the missions that it anticipates sending to Central African Republic during that time.

*Article 21. Consultation*

1. The Parties shall keep the application and implementation of this MOU under close review and shall regularly and closely consult with each other for that purpose.
2. The Parties shall consult with each other at the request of either Party on any difficulties, problems or matters of concern that may arise in the course of the application and implementation of this MOU.
3. Any differences between the Parties arising out or in connection with the implementation of this MOU shall be settled by consultations between the Deputy Prosecutor or the relevant Director within the Registry, as applicable and the Assistant-Secretary-General for Peacekeeping Operations. If such differences are not settled by such consultations, they shall be referred to the Prosecutor or the Registrar, as applicable, and to the Under-Secretary-General for Peacekeeping Operations for resolution.

*Article 22. Indemnity*

1. Each Party shall, at its sole cost and expense, be responsible for resolving, and shall indemnify, hold and save harmless, and defend the other Party, its officials, agents, servants and employees from and against, all suits, proceedings, claims, demands, losses and liability of any nature or kind, including, but not limited to, all litigation costs, attorneys' fees, settlement payments, damages and all other related costs and expenses (the "Liability"), brought by its officials, agents, servants or employees, based on, arising out of, related to, or in connection with the implementation of this MOU, unless the Liability results from the gross negligence or wilful misconduct of the other Party or of the other Party's officials, agents, servants or employees.
2. The Court shall, at its sole cost and expense, be responsible for resolving, and shall indemnify, hold and save harmless, and defend the United Nations, including MINUSCA, and their officials, agents, servants and employees from and against, all suits, proceedings, claims, demands, losses and liability of any nature or kind, including, but not limited to, all litigation costs, attorneys' fees, settlement payments, damages and all other related costs and expenses (the "Liability"), brought by third parties, including, but not limited to, invitees of the Office of the Prosecutor, witnesses, victims, suspects and accused, convicted or sentenced persons or any other third parties, based on, arising of, related to, or in connection with the implementation of this MOU, unless the Liability results from the gross negligence or wilful misconduct of the United Nations, including MINUSCA, or their officials, agents, servants or employees.

CHAPTER VI: MISCELLANEOUS AND FINAL PROVISIONS

*Article 23. Assistance to MINUSCA*

This MOU does not apply in respect of any activities that the Prosecutor might undertake, at the request of the Special Representative of the Secretary-General for Central



African Republic, in order to assist MINUSCA in conducting its own investigations into a particular matter or incident. The terms on which any such assistance is given shall be the subject of separate arrangements between the Prosecutor and MINUSCA.

*Article 24. Final Provisions*

1. This MOU shall enter into force on the date on which it is signed by the Parties. This MOU shall remain in force indefinitely, notwithstanding the eventual termination of MINUSCA's mandate.

2. This MOU may only be modified or amended by written agreement between the Parties.

3. The Annexes to this MOU are an integral part of this MOU.

*In witness whereof*, the duly authorized representatives of the Parties have affixed their signatures.

For and on behalf of the United Nations

For and on behalf of the Court

[Signed] HERVE LADSOUS  
Under-Secretary-General for  
Peacekeeping Operations  
Date: 5 May 2016

[Signed] FATOU BENSOUDA  
Prosecutor  
Date: 19 May 2016

[Signed] ATUL KHARE  
Under-Secretary-General for  
Field Support  
Date: 3 May 2016

[Signed] HERMAN VON HEBEL  
Registrar  
Date: 18 May 2016

**(d) Agreement between the United Nations and the Kingdom of the Netherlands concerning the Office of the Organization for the Prohibition of Chemical Weapons (OPCW)—United Nations Joint Investigative Mechanism. The Hague, 31 May 2016\***

*Whereas* the Security Council of the United Nations acting under Chapter VII of the Charter of the United Nations decided by its resolution 2235 (2015) adopted on 7 August 2015 to establish the OPCW-United Nations Joint Investigative Mechanism (JIM) “to identify to the greatest extent feasible individuals, entities, groups, or governments who were perpetrators, organisers, sponsors or otherwise involved in the use of chemicals as weapons, including chlorine or any other toxic chemical, in the Syrian Arab Republic where the OPCW Fact-Finding Mission determines or has determined that a specific incident in the

\* Entered into force 31 May 2016 by signature, in accordance with paragraph 37. United Nations registration no. I-53729.

Syrian Arab Republic involved or likely involved the use of chemicals as weapons, including chlorine or any other toxic chemical”;

*Whereas* the JIM wishes to establish an office in The Hague, the Kingdom of the Netherlands to facilitate the implementation of its mandate and in particular liaison with the OPCW and its Fact Finding Mission;

*Whereas* the Kingdom of the Netherlands wishes to facilitate the work of the JIM in this regard;

*Whereas* the United Nations and the Kingdom of the Netherlands wish to conclude an agreement for the establishment of the office of the JIM in the Kingdom of the Netherlands (the “Office”);

The United Nations and the Kingdom of the Netherlands have agreed as follows:

#### PART I. GENERAL PROVISIONS

##### *Article 1. Use of terms*

For the purpose of this Agreement:

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

(b) “OPCW” means the Organization for the Prohibition of Chemical Weapons;

(c) “premises” means buildings, parts of buildings and areas, including installations and facilities made available to, maintained, occupied or used by the JIM in the host State in consultation with the host State, in connection with its functions and purposes;

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

(e) “Office” means the Investigations Office of the JIM in The Hague;

(f) The “Head of the Office” means the person appointed by the Secretary-General to head the Office;

(g) “officials of the JIM” means the Head of the JIM and staff who are assigned by the Secretary-General to serve as part of the JIM;

(h) “officials of the Office” means the Head of the Office and staff of the JIM who are assigned by the Secretary-General to the Office;

(i) “experts on mission for the JIM” means those persons, other than officials of the JIM, who perform missions for the JIM;

(j) “host State” means the Kingdom of the Netherlands;

(k) “Parties” means the United Nations and the host State;

(l) “competent authorities” means national, provincial, municipal and other competent authorities under the laws, regulations and customs of the host State;

(m) “Ministry of Foreign Affairs” means the Ministry of Foreign Affairs of the host State;

(n) “General Convention” means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946, to which the Kingdom of the Netherlands acceded on 19 April 1948;

(o) “Vienna Convention” means the Vienna Convention on Diplomatic Relations done at Vienna on 18 April 1961, to which the Kingdom of the Netherlands acceded on 7 September 1984; and

(p) “Secretary-General” means the Secretary-General of the United Nations.

#### *Article 2. Establishment of the Office*

1. The JIM shall establish an Office in The Hague, the Kingdom of Netherlands, to carry out the functions in accordance with the mandate of the JIM set out in United Nations Security Council resolution 2235 (2015) of 7 August 2015 and any subsequent decision or resolution of the United Nations relevant to, and relating specifically to, the JIM.

2. The seat of the Office shall be located within the premises of the headquarters of the OPCW in The Hague. This Agreement shall be without prejudice to the 1997 Agreement between the OPCW and the Kingdom of Netherlands concerning the Headquarters of the OPCW, done at The Hague on 22 May 1997.

#### *Article 3. Purpose and scope of this Agreement*

This Agreement shall regulate the status of the Office, its premises, officials of the JIM and experts on mission in the host State. It shall, *inter alia*, create conditions conducive to the stability and independence of the Office and facilitate its smooth and efficient functioning.

### PART II. STATUS OF THE OFFICE

#### *Article 4. Juridical personality*

1. The JIM shall possess full juridical personality in the host State. This shall, in particular, include the capacity:

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

2. For the purposes of this article, the JIM shall be represented by the Head of the JIM.

#### *Article 5. Privileges, immunities and facilities*

1. The JIM shall enjoy, in the territory of the host State, such privileges, immunities and facilities as are necessary for the fulfilment of its purposes.

2. The General Convention shall apply to the JIM and the archives of the JIM. Furthermore, the JIM shall enjoy the privileges, immunities and facilities set out in this Agreement.

#### *Article 6. Inviolability of the premises*

1. The premises shall be inviolable. The competent authorities shall ensure that the JIM is not dispossessed and/or deprived of all or any part of its premises without its express consent.

2. The competent authorities shall not enter the premises to perform any official duty, except with the express consent, or at the request of the Head of the Office, or an official designated by him or her. Judicial actions and the service or execution of legal process,

including the seizure of private property, cannot be enforced on the premises except with the consent of, and in accordance with conditions approved by, the Head of the Office, or an official designated by him or her.

3. In case of fire or other emergency requiring prompt protective action, or in the event that the competent authorities have reasonable cause to believe that such an emergency has occurred or is about to occur on the premises, the consent of the Head of the JIM, or an official designated by him or her, to any necessary entry into the premises shall be presumed if neither of them can be contacted in time.

4. Subject to paragraphs 1, 2 and 3 of this article, the competent authorities shall take the necessary action to protect the premises against fire or other emergency.

5. The JIM shall prevent its premises from being used as a refuge by persons who are avoiding arrest or the proper administration of justice under any law of the host State.

*Article 7. Protection of the premises and their vicinity*

1. The competent authorities of the host State shall exercise due diligence to ensure that the security and tranquility of the premises are not impaired by any person or group(s) of persons attempting unauthorized entry into or onto the premises or creating disturbances in the immediate vicinity. As may be required for this purpose, the host State shall provide adequate police protection on the boundaries and in the vicinity of the premises.

2. If so requested by the Head of the Office, or an official designated by him or her, the competent authorities shall, in consultation with the Head of the Office, or an official designated by him or her, to the extent it is deemed necessary by the competent authorities, provide adequate protection, including police protection, for the preservation of law and order on the premises and for the removal of persons therefrom.

3. The JIM shall provide the competent authorities with all information relevant to the security and the protection of the premises.

*Article 8. Law and authority on the premises*

1. The premises of the Office shall be under the control and authority of the JIM, as provided for in this Agreement.

2. Except as otherwise provided in this Agreement or the General Convention, the laws and regulations of the host State shall apply on the premises.

3. The JIM shall apply United Nations rules and regulations as are necessary for the carrying out of its functions. No laws or regulations of the host State which are inconsistent with the rules and regulations of the United Nations under this paragraph shall, to the extent of such inconsistency, be applicable on the premises.

4. Any dispute between the JIM and the host State as to whether a rule or regulation of the United Nations comes within the ambit of this article or as to whether a law or regulation of the host State is inconsistent with a rule or regulation of the United Nations under this article shall promptly be settled by the procedure under article 32 of this Agreement. Pending such settlement, the rule or regulation that is the subject of the dispute shall apply and the law or regulation of the host State shall be inapplicable on the premises to the extent that the Office claims it to be inconsistent with the rule or regulation in question.

*Article 9. Public services for the premises*

1. The competent authorities shall secure, upon the request of the Head of the Office, or an official designated by him or her, on fair and equitable conditions, the public services needed by the Office such as, but not limited to, postal, telephone, telegraphic services, any means of communication, electricity, water, gas, sewage, collection of waste, fire protection, local transportation and cleaning of public streets, including snow removal.

2. In cases where the services referred to in paragraph 1 of this article are made available to the Office by the competent authorities, or where the prices thereof are under their control, the rates for such services shall not exceed the lowest comparable rates accorded to essential agencies and organs of the host State.

3. In case of any interruption or threatened interruption of any such services, the Office shall be accorded the priority given to essential agencies and organs of the host State, and the host State shall take steps accordingly to ensure that the work of the Office is not prejudiced.

4. Upon request of the competent authorities, the Head of the Office, or an official designated by him or her, shall make suitable arrangements to enable duly authorized representatives of the appropriate public services to inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers on the premises under conditions which shall not unreasonably disturb the carrying out of the functions of the JIM.

*Article 10. Flags, emblems and markings*

The JIM shall be entitled to display the United Nations' flags, emblems and markings on its premises and to display its flag on vehicles used for official purposes.

*Article 11. Funds, assets and other property*

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

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

3. To the extent necessary to carry out the functions of the JIM, funds, assets and other property of the JIM, wherever located and by whomsoever held, shall be exempt from restrictions, regulations, controls or moratoria of any nature.

*Article 12. Inviolability of archives, documents and materials*

The archives of the JIM, and all papers and documents in whatever form, and materials being sent to or from the JIM, held by the JIM or belonging to it, wherever located and by whomsoever held, shall be inviolable.

*Article 13. Facilities in respect of communications*

1. The JIM shall have the right to operate all appropriate means of communication, including electronic means of communication, and shall have the right to use codes or

ciphers for its official communications and correspondence. The official communications and correspondence of the JIM shall be inviolable.

2. The JIM shall have the right to dispatch and receive correspondence and other materials or communications by courier or in sealed bags, which shall enjoy the same privileges, immunities and facilities as diplomatic couriers and bags.

3. No censorship shall be applied to the official communications or correspondence of the JIM. Such immunity from censorship shall extend to printed matter, photographic and electronic data communications and other forms of communication as may be used by the JIM. The JIM shall have the right to operate radio, satellite and other telecommunication equipment on the United Nations-registered frequencies or frequencies allocated to it by the host State in accordance with its national procedures. The host State shall endeavour to allocate to the JIM, to the extent possible, frequencies for which it has applied.

*Article 14. Freedom of financial assets from restrictions*

Without being restricted by financial controls, regulations, notification requirements in respect of financial transactions, or moratoria of any kind, the JIM:

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

(b) shall be free to transfer its funds, gold or currency from one country to another, or within the host State; and

(c) may raise funds in any manner which it deems desirable, except that with respect to the raising of funds within the host State, the JIM shall obtain the concurrence of the competent authorities.

*Article 15. Exemption from taxes and duties for the JIM and its property*

1. Within the scope of its official functions, the JIM, its assets, income and other property shall be exempt from:

(a) all direct taxes, whether levied by national, provincial or local authorities, which includes, *inter alia*, corporation tax;

(b) import and export taxes and duties (*belastingen bij invoer en uitvoer*);

(c) motor vehicle taxes (*motorrijtuigenbelasting*);

(d) taxes on passenger motor vehicles and motorcycles (*belasting van personenauto's en motorrijwielen*);

(e) value added taxes (*omzetbelasting*) paid on goods and services supplied on a recurring basis or involving considerable expenditure;

(f) excise duties (*accijnzen*) included in the price of alcoholic beverages, tobacco products and hydrocarbons such as fuel oils and motor fuels;

(g) real property transfer taxes (*overdrachtsbelasting*);

(h) insurance taxes (*assurantiebelasting*);

(i) energy taxes (*regulerende energiebelasting*);

(j) taxes on mains water (*belasting op leidingwater*); and

(k) any other taxes and duties of a substantially similar character as the taxes provided for in this paragraph, levied in the host State subsequent to the date of entry into force of this Agreement.

2. The exemptions provided for in paragraph 1, subparagraphs (e) through (k), of this article may be granted by way of a refund. These exemptions shall be applied in accordance with the formal requirements of the host State. These requirements, however, shall not affect the general principles laid down in paragraph 1 of this article.

3. Goods acquired or imported under the terms set out in paragraph 1 of this article shall not be sold, let out, given away or otherwise disposed of in the host State, except in accordance with conditions agreed upon with the host State.

4. The JIM shall not claim exemption from taxes which are, in fact, no more than charges for public utility services provided at a fixed rate according to the amount of services rendered and which can be specifically identified, described and itemized.

*Article 16. Exemption from import and export restrictions*

The JIM shall be exempt from all restrictions on imports and exports in respect of articles imported or exported by the JIM for its official use and in respect of its publications.

PART III. PRIVILEGES, IMMUNITIES AND FACILITIES ACCORDED TO PERSONS  
UNDER THIS AGREEMENT

*Article 17. Privileges, immunities and facilities of the Head of the Office*

1. The Head of the Office, together with members of his or her family forming part of the household who are not nationals or permanent residents of the host State, shall enjoy the privileges, immunities, exemptions and facilities accorded to heads of diplomatic missions in accordance with international law and in particular under the General Convention and the provisions of the Vienna Convention. He or she shall, *inter alia*, enjoy:

(a) personal inviolability, including immunity from arrest or detention or any other restriction of their liberty and from seizure of their personal baggage;

(b) immunity from criminal, civil and administrative jurisdiction;

(c) inviolability of all papers and documents in whatever form and materials;

(d) immunity from national service obligations;

(e) exemption from immigration restrictions and alien registration;

(f) exemption from taxation on salaries, emoluments and allowances paid to them in respect of their employment with the JIM;

(g) the same privileges in respect of currency and exchange facilities as are accorded to diplomatic agents;

(h) the same immunities and facilities in respect of their personal baggage as are accorded to diplomatic agents;

(i) the right to import free of duties and taxes, except payments for services their furniture and effects at the time of first taking up their post in the host State, and to re-export their furniture and effects free of duties and taxes to their country of destination upon separation from the JIM;



(j) for the purpose of their communications with the JIM, the right to receive and send papers in whatever form; and

(k) the same repatriation facilities in time of international crisis as are accorded to diplomatic agents under the Vienna Convention.

2. The Head of the Office shall continue to be accorded immunity from legal process of every kind in respect of words which were spoken or written and all acts which were performed in his or her official capacity even after he or she ceased to perform his or her functions for the JIM.

3. With respect to the inheritance and gift tax, which depends upon residence, periods during which the Head of the Office is present in the host State for the discharge of his or her functions shall not be considered as periods of residence.

4. The host State shall not be obliged to exempt from income tax pensions or annuities paid to former Heads of the Office and the members of their family forming part of the household.

5. Persons referred to in this article who are nationals or permanent residents of the host State shall enjoy only the privileges, immunities and facilities under article V, section 18 and article VII of the General Convention, together with the following modifications and supplementary provisions:

(a) personal inviolability, including immunity from personal arrest or detention or any other restriction of their liberty;

(b) immunity from legal process of every kind in respect of words spoken or written and all acts performed by them in their official capacity, which immunity shall continue to be accorded even after they have ceased to perform their functions for the JIM;

(c) inviolability of all official papers and documents in whatever form and materials;

(d) exemption from taxation on salaries, emoluments and allowances paid to them in respect of their employment with the JIM;

(e) for the purpose of their communications with the Office the right to receive and send papers in whatever form; and

(f) the right to import free of duties and taxes, except payments for services, their furniture and effects at the time of first taking up their post in the host State.

6. Persons referred to in paragraph 5 of this article shall not be subjected by the host State to any measure which may affect the free and independent performance of their functions before the JIM.

*Article 18. Privileges, immunities and facilities of the other officials of the Office*

1. Officials of the Office shall enjoy such privileges, immunities and facilities as are necessary for the independent performance of their functions. They shall enjoy privileges and immunities accorded to officials of the United Nations under articles V and VII of the General Convention, including as modified and supplemented below:

(a) immunity from personal arrest or detention or any other restriction of their liberty and from seizure of their personal baggage;

(b) immunity from legal process of every kind in respect of words spoken or written and all acts performed by them in their official capacity, which immunity shall continue to be accorded even after they have ceased to perform their functions for the JIM;

(c) inviolability of all official papers and documents in whatever form and materials;

(d) immunity from national service obligations;

(e) together with members of their family forming part of the household, exemption from immigration restrictions and alien registration;

(f) exemption from taxation on salaries, emoluments and allowances paid to them in respect of their employment with the JIM;

(g) the same privileges in respect of currency and exchange facilities as are accorded to the officials of comparable rank of diplomatic missions established in the host State;

(h) exemption from inspection of personal baggage, unless there are serious grounds for believing that the baggage contains articles the import or export of which is prohibited by law or controlled by the quarantine regulations of the host State; an inspection in such a case shall be conducted in the presence of the official concerned;

(i) together with members of their family forming part of the household, the same repatriation facilities in time of international crisis as are accorded to diplomatic agents under the Vienna Convention; and

(j) the right to import free of duties and taxes, except payments for services, their furniture and effects at the time of first taking up their post in the host State, and to re-export their furniture and effects free of duties and taxes to their country of destination upon separation from the Office.

2. In addition to the privileges, immunities and facilities listed in paragraph 1 of this article officials of the Office of P-5 level and above, together with members of their family forming part of the household who are not nationals or permanent residents of the host State, shall be accorded the same privileges, immunities and facilities as the host State accords to diplomatic agents of comparable rank of the diplomatic missions established in the host State in conformity with the Vienna Convention.

3. In addition to the privileges, immunities and facilities listed in paragraph 1 of this article officials of the Office of P-4 level and below, together with members of their family forming part of the household who are not nationals or permanent residents of the host State, shall be accorded the same privileges, immunities and facilities as the host State accords to members of the administrative and technical and service staff of diplomatic missions established in the host State, in conformity with the Vienna Convention, provided that the immunity from criminal jurisdiction and personal inviolability shall not extend to acts performed outside the course of their official duties.

4. With respect to the inheritance and gift tax, which depends upon residence, periods during which the official is present in the host State for the discharge of his or her functions shall not be considered as periods of residence.

5. The host State shall not be obliged to exempt from income tax pensions or annuities paid to former officials of the Office and the members of their family forming part of the household.

6. Persons referred to in this article who are nationals or permanent residents of the host State shall enjoy only the privileges, immunities and facilities under article V, section 18, and article VII of the General Convention, including as modified and supplemented below:

- (a) immunity from personal arrest or detention or any other restriction of their liberty;
- (b) immunity from legal process of every kind in respect of words spoken or written and all acts performed by them in their official capacity, which immunity shall continue to be accorded even after they have ceased to perform their functions for the JIM;
- (c) inviolability of all official papers and documents in whatever form and materials;
- (d) exemption from taxation on salaries, emoluments and allowances paid to them in respect of their employment with the JIM; and
- (e) the right to import free of duties and taxes, except payments for services, their furniture and effects at the time of first taking up their post in the host State.

7. Persons referred to in paragraph 6 under this article shall not be subjected by the host State to any measure which may affect the free and independent performance of their functions before the JIM.

*Article 19. Experts on mission for the JIM*

1. Experts on mission for the JIM shall enjoy the privileges and immunities, exemptions and facilities as are necessary for the independent performance of their functions for the JIM, and in particular, shall enjoy the privileges and immunities, exemptions and facilities under articles VI and VII of the General Convention.

2. Experts on mission for the JIM shall be provided by the Head of the JIM with a document certifying that they are performing functions for the JIM and specifying a time period for which their functions will last. This certificate shall be withdrawn prior to its expiry if the expert on mission for the JIM is no longer performing functions for the JIM, or if the presence of the expert on mission for the JIM at the seat of the Office is no longer required.

*Article 20. Employment of family members of officials of the Office*

1. Members of their family forming part of the household of officials of the Office shall be authorized to engage in gainful employment in the host State for the duration of the term of office of the official concerned.

2. Members of their family forming part of the household of officials of the Office who obtain gainful employment shall enjoy no immunity from criminal, civil or administrative jurisdiction with respect to matters arising in the course of or in connection with such employment. However, any measures of execution shall be taken without infringing the inviolability of their person or of their residence, if they are entitled to such inviolability.

3. In case of the insolvency of a person aged under 18 with respect to a claim arising out of gainful employment of that person, the Office shall seek to ensure that the official of the Office of whose family the person concerned is a member, meets their private legal obligations that arise in this connection, and where necessary, the Secretary-General shall give prompt attention to a request for a waiver in this regard.

4. The employment referred to in paragraph 1 of this article shall be in accordance with the legislation of the host State, including fiscal and social security legislation.

*Article 21. Interns*

1. The Ministry of Foreign Affairs shall register interns for a maximum period of six (6) months, provided that the JIM supplies the Ministry of Foreign Affairs with a declaration signed by them, accompanied by adequate proof, to the effect that:

(a) the intern entered the host State in accordance with the applicable immigration procedures;

(b) the intern has sufficient financial means for living expenses and for repatriation, as well as sufficient medical insurance (including coverage of costs of hospitalization for at least the duration of the internship plus one month) and third party liability insurance, and shall not be a charge on the public purse in the host State;

(c) the intern shall not engage in gainful employment in the host State during his or her internship other than as an intern for the JIM;

(d) the intern shall not bring any family members to reside with him or her in the host State other than in accordance with the applicable immigration procedures; and

(e) the intern shall leave the host State within fifteen (15) days after the end of the internship.

2. In exceptional circumstances the maximum period of six (6) months mentioned in paragraph 1 of this article, may be extended once by a maximum period of six (6) months. However, the total period of the internship shall not exceed one (1) year.

3. Interns shall not enjoy privileges, immunities and facilities within the host State, except:

(a) immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity for the JIM, which immunity shall continue to be accorded even after termination of the internship with the JIM for activities carried out on its behalf;

(b) inviolability of all papers, documents in whatever form and materials relating to the performance of their functions for the JIM.

## PART IV. WAIVER OF PRIVILEGES, IMMUNITIES, AND FACILITIES

*Article 22. Waiver of privileges, immunities and facilities*

1. The privileges, immunities and facilities provided for in articles 17, 18 and 19, of this Agreement are granted in the interests of the JIM and not for the personal benefit of the individuals themselves.

2. The Secretary-General shall have the right and duty to waive the immunity granted under this Agreement of any person in any case where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the JIM.

## PART V. COOPERATION BETWEEN THE OFFICE AND THE HOST STATE

## SECTION 1: GENERAL

*Article 23. General cooperation between the JIM and the host State*

1. Whenever this Agreement imposes obligations on the competent authorities, the ultimate responsibility for the fulfilment of such obligations shall rest with the Government of the host State.

2. The host State shall promptly inform the JIM of the office designated to serve as the official contact point and to be primarily responsible for all matters in relation to this Agreement, as well as of any subsequent changes in this regard.

3. The Head of the Office, or an official designated by him or her, shall serve as the official contact point for the host State and shall be primarily responsible for all matters in relation to this Agreement. The host State shall be informed promptly about this designation and of any subsequent changes in this regard.

*Article 24. Cooperation with the competent authorities*

1. The JIM shall cooperate at all times with the competent authorities to facilitate the proper administration of justice and the enforcement of the laws of the host State, to secure the observance of police regulations and to prevent the occurrence of any abuse in connection with the privileges, immunities and facilities accorded under this Agreement.

2. The JIM and the host State shall cooperate on security matters, taking into account the public order and national security interests of the host State.

3. Without prejudice to their privileges, immunities and facilities, it is the duty of all persons enjoying such privileges, immunities and facilities to respect the laws and regulations of the host State and not to interfere in the internal affairs of the host State.

4. The JIM shall cooperate with the competent authorities responsible for health, safety at work, electronic communications and fire prevention.

5. The JIM shall observe all security directives as agreed with the host State, as well as all directives of the competent authorities responsible for fire prevention regulations.

*Article 25. Notification and Identification Cards*

1. The Head of the Office, or an official designated by him or her, shall promptly notify the host State of:

(a) the appointment of officials of the Office, the date of their arrival or commencement of their functions and their final date of departure or termination of their functions with the Office;

(b) the arrival and final departure date of members of their family forming part of the household of the persons referred to in subparagraph 1(a) of this article and, where appropriate, the fact that a person has ceased to form part of the household; and

(c) the arrival and final departure date of private or domestic servants of persons referred to in subparagraph 1(a) of this article and, where appropriate, the fact that they are leaving the employ of such persons.

2. The host State shall issue to the officials of the Office and to members of their family forming part of the household and to their private or domestic servants an identity card bearing the photograph of the holder. This card shall serve to identify the holder in relation to the competent authorities.

3. At the final departure of the persons referred to in paragraph 2 of this article or when these persons have ceased to perform their functions for the Office, the identity card referred to in paragraph 2 of this article shall be promptly returned by the Office to the Ministry of Foreign Affairs.

*Article 26. Social security regime*

1. The social security systems of the United Nations offer coverage comparable to the coverage under the legislation of the host State. Accordingly, officials of the Office to whom the aforementioned scheme applies shall be exempt from the social security provisions of the host State. Consequently, officials of the Office shall not be covered against the risks described in the social security provisions of the host State.

2. The provisions of paragraph 1 of this article shall apply *mutatis mutandis*, to the members of the family forming part of the household of the persons referred to in paragraph 1 of this article unless they are employed in the Kingdom of the Netherlands by an employer other than the United Nations or receive Netherlands social security benefit.

SECTION 2: VISAS, PERMITS AND OTHER DOCUMENTS

*Article 27. Visas for officials of the Office and experts on mission for the JIM*

1. Officials of the Office and experts on mission for the JIM, as notified as such by the Head of the Office, or an official designated by him or her to the host State, shall have the right of unimpeded entry into, exit from and movement within the host State, including unimpeded access to the premises of the Office.

2. Visas, where required, shall be granted free of charge and as promptly as possible.

3. Applications for visas from members of their family forming part of the household of the officials of the Office, where required, shall be processed by the host State as promptly as possible and granted free of charge.

*Article 28. Laissez-passer and United Nations Certificate*

1. The host State shall recognize and accept the United Nations *laissez-passer* as a valid travel document. Where applicable, the host State further agrees to issue any required visas in the United Nations *laissez-passer*.

2. The host State shall recognize and accept in accordance with the provisions of Section 26 of the General Convention the United Nations certificate issued to persons travelling on the business of the JIM.

3. Holders of a *laissez-passer* or a certificate indicating that they are travelling on the business of the JIM shall be granted facilities for speedy travel.

*Article 29. Driving licence*

1. During their period of employment with the Office, officials of the Office, as well as members of their family forming part of the household and their private servants, shall be allowed to obtain from the host State a driving licence on presentation of their valid foreign driving licence or to continue to drive using their own valid foreign driving licence, provided they are in possession of an identity card issued by the host State in accordance with article 25 of this Agreement.

2. During the period of their assignment, any person issued an identity card by the host State shall be allowed to continue to drive using their own valid foreign driving licence.

## SECTION 3: SECURITY, OPERATIONAL ASSISTANCE

*Article 30. Security, safety and protection of persons referred to in this Agreement*

1. Without prejudice to the privileges, immunities and facilities granted under this Agreement, the competent authorities shall take effective and adequate action which may be required to ensure the security, safety and protection of persons referred to in this Agreement, indispensable for the proper functioning of the JIM, free from interference of any kind.

2. The JIM shall cooperate with the competent authorities with a view to facilitating the observance by all persons referred to in this Agreement of the directives necessary for their security and safety, as given to them by the competent authorities.

3. Without prejudice to their privileges, immunities and facilities, it is the duty of all persons referred to in this Agreement to observe the directives necessary for their security and safety, as given to them by the competent authorities.

## PART VI. FINAL PROVISIONS

*Article 31. Supplementary arrangements and agreements*

The JIM and the host State may, for the purpose of implementing this Agreement or of addressing matters not foreseen in this Agreement, make supplementary arrangements and agreements as appropriate.

*Article 32. Settlement of disputes with third parties*

The JIM shall make provisions for appropriate modes of settlement of:

(a) disputes arising out of contracts and other disputes of a private law character to which the JIM is a party; and

(b) disputes involving any person referred to in this Agreement who, by reason of his or her official position or function in connection with the JIM, enjoys immunity, if such immunity has not been waived by the Secretary-General.

*Article 33. Settlement of differences on the interpretation or application of this Agreement or supplementary arrangements or agreements*

1. All differences arising out of the interpretation or application of this Agreement or supplementary arrangements or agreements between the Parties shall be settled by consultation, negotiation or other agreed mode of settlement.

2. If the difference is not settled in accordance with paragraph 1 of this article within three months following a written request by one of the Parties to the difference, it shall, at the request of either Party, be referred to a Tribunal of three arbitrators. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairperson of the Tribunal. If, within thirty days of the request for arbitration, a Party has not appointed an arbitrator, or if, within fifteen (15) days of the appointment of two arbitrators, the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint the arbitrator referred to. The Tribunal shall determine its own procedures, provided that any two arbitrators shall constitute a quorum for all purposes, and all decisions shall require the agreement of any two arbitrators. The expenses of the Tribunal shall be borne by the Parties as assessed by the



Tribunal. The arbitral award shall contain a statement of the reasons on which it is based and shall be final and binding on the Parties.

*Article 34. Application*

This Agreement shall apply to the part of the Kingdom of the Netherlands in Europe only.

*Article 35. Amendments and termination*

1. This Agreement may be amended by mutual written consent of the Parties.
2. This Agreement shall be reviewed at the request of either Party.
3. This Agreement shall cease to be in force by mutual consent of the Parties, if the Office is removed from the territory of the host State or upon completion of the JIM's mandate, except for such provisions as may be applicable in connection with the orderly termination of the operations of the JIM the host State and the disposition of its property therein, as well as provisions granting immunity from legal process of every kind in respect of words spoken or written or all acts performed in an official capacity under this Agreement.

*Article 36. Interpretation of agreements*

The provisions of this Agreement shall be complementary to the provisions of the General Convention and the Vienna Convention, the latter Convention only insofar as it is relevant for the diplomatic privileges, immunities and facilities accorded to the appropriate categories of persons referred to in this Agreement. Insofar as any provision of this Agreement and any provisions of the General Convention and the Vienna Convention relate to the same subject matter, each of these provisions shall be applicable and neither shall narrow the effect of the other.

*Article 37. Entry into force*

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

*In witness whereof*, the undersigned, duly authorized thereto, have signed this Agreement.

*Done* at The Hague, The Netherlands, on the 31st day of May in the year Two Thousand and Sixteen, in duplicate, in the English language.

For the United Nations

For the Kingdom of the Netherlands

[Signed]

[Signed]

**(e) Agreement between the Government of the Republic of Korea and the United Nations regarding the United Nations Project Office on Governance. New York, 2 June 2016\***

*Whereas*, the Government of the Republic of Korea (hereinafter referred to as “the Government”) and the United Nations, represented by the Department of Economic and Social Affairs (hereinafter referred to as the “United Nations” and, collectively, as the “Parties”), having recognized that participatory and transparent governance and public administration play a key role in achieving the objectives of the United Nations;

*Whereas*, the Parties have agreed to cooperate on the implementation of the “Project on the United Nations Project Office on Governance” (hereinafter referred to as the “Project”);

*Whereas*, the Government has agreed to provide the facilities and funds necessary for carrying out the Project;

*Whereas*, the Government and the United Nations had concluded a Trust Fund Agreement on 23 June 2006 to establish a trust fund to support the implementation of the Project;

*Whereas*, there is a necessity to enhance governance and public administration capacity for achieving the 2030 Agenda for Sustainable Development, which was adopted at the United Nations Sustainable Development Summit 2015 and marked an important milestone in international cooperation for development over the next 15 years, in view of which the Parties have agreed to continue the operation of the United Nations Project Office on Governance (hereinafter referred to as “the Office”) and assume its second phase of work in line with the 2030 Agenda for Sustainable Development;

*Whereas*, the Parties have agreed that this Agreement shall constitute an agreement concerning the establishment of the Office in accordance with article 7.2 of the Trust Fund Agreement;

*Now therefore*, the Parties hereby agree as follows:

*Article 1. Definition*

The term “Office” means the United Nations Project Office on Governance which was established by the United Nations Department of Social Affairs (UNDESA) as part of the United Nations presence in the Republic of Korea in accordance with article 1.1 of the Trust Fund Agreement.

*Article 2. Objective and Functions*

1. The objective of the Office is to strengthen public institution and governance in order to advance the implementation of the 2030 Agenda for Sustainable Development through knowledge sharing, exchange of lessons learned and best practices, research and multilateral cooperation, by implementing the programme of activities described in this Agreement.

2. The Office shall perform the following functions:

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\* Entered into force on 12 July 2016, in accordance with article 20. United Nations registration no. I-53805.

- (a) Conducting research on promoting transparent, inclusive and accountable public services for sustainable development equipped to support the implementation of the Sustainable Development Goals;
- (b) Carrying out research on government innovation and new government paradigms to address development challenges and improve well-being of all people;
- (c) Promoting and supporting e-government development in developing countries;
- (d) Networking with government officials, academia and civil society in Member States in the area addressed by the Office;
- (e) Building partnerships with other international and regional organizations, domestic institutions and think tanks to develop and implement cooperative projects;
- (f) Holding and supporting regional and international meetings in the fields of governance and public administration to enhance governance capacity of Member States;
- (g) Subordinate duties, including publication of materials related to the activities set out in subparagraphs (a) to (f); and
- (h) Other related duties as agreed between the Parties.

#### *Article 3. Legal Capacity*

The United Nations, acting through the Office, shall possess juridical personality and shall have the capacity as may be necessary for the exercise of its functions and the fulfilment of its purposes, in particular:

- (a) To enter into agreements and contracts;
- (b) To acquire and dispose of movable and immovable property; and
- (c) To institute legal proceedings.

#### *Article 4. Personnel*

1. The Office shall be headed by an internationally-recruited official (hereinafter referred to as the “Head of the Office”) and shall be comprised of other United Nations staff. Both the Head of the Office and all other United Nations staff shall be United Nations officials, irrespective of nationality. All United Nations officials shall be recruited and appointed under the Staff Rules and Regulations of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates, as provided for in General Assembly Resolution 76(1) of 7 December 1946.

2. The United Nations shall notify the Government, from time to time, in writing, of the list of the officials and their families and any changes thereto.

3. As appropriate, the United Nations may engage the services of non-staff personnel in accordance with United Nations regulations, rules, policies, and procedures.

4. The Head of the Office shall be responsible to the United Nations for the coordination and implementation of the programme of activities of the Office.

*Article 5. Financing*

The Government shall finance the programme of activities to be conducted by the Office in accordance with the Technical Cooperation Trust Fund Agreement between the Government of the Republic of Korea and the United Nations concluded on 23 June 2006, as amended.

*Article 6. Applicability of the Convention to the Office*

The Convention on the Privileges and Immunities of the United Nations of 1946 (hereinafter referred to as the "Convention"), to which the Government has been party since 9 April 1992, without prejudice to the reservation made by the Government upon its accession thereto, shall be applicable to the United Nations, including the Office, its property and assets and its officials and experts on mission in the Republic of Korea.

*Article 7. Premises and Security*

1. For the purposes of this Agreement, the premises offered by the Government for the Office shall be deemed to constitute premises of the United Nations in the sense of Section 3 of the Convention.

2. The premises of the Office shall be used solely to further its functions. The Head of the Office may also permit, in a manner compatible with the functions of the Office, the use of the premises and facilities for meetings, seminars, exhibitions and related purposes which are organized by the United Nations, including the Office, and other related organizations.

3. In case of fire or other emergency requiring prompt protective action, the consent of the Head of the Office or his/her representative to any necessary entry into the premises shall be presumed if neither of them can be reached in time.

4. (a) The appropriate authorities of the Government shall exercise due diligence to ensure the security, protection and tranquility of the premises of the Office. They shall also take all possible measures to ensure that the tranquility of the Office is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity.

(b) Without prejudice to and notwithstanding the foregoing, the United Nations may make any provisions relating to its security and the security of its personnel as it deems relevant and necessary in accordance with the relevant decisions and resolutions of the United Nations.

5. Except as otherwise provided in this Agreement or in the Convention, the laws applicable in the Republic of Korea shall apply within the premises of the Office.

6. The premises of the Office shall be under the control and authority of the United Nations, which may establish regulations for the execution of its functions therein.

*Article 8. Public Services*

1. The appropriate authorities of the Government shall exercise, to the extent requested by the Head of the Office, their respective powers to ensure that the premises of the Office are supplied with the necessary public utilities and services, including, without limitation by reasons of this enumeration, electricity, water, sewerage, gas, post, telephone,

Internet, drainage, collection of refuse and fire protection, and that such public utilities and services are supplied on equitable terms.

2. In case of any interruption or threatened interruption of any such services, the appropriate authorities of the Government shall consider the needs of the Office as being of equal importance with the needs of diplomatic missions and other international organizations in the Republic of Korea, and shall take steps accordingly to ensure that the work of the Office is not prejudiced.

3. The Head of the Office shall, upon request, make suitable arrangements to enable the appropriate public service bodies to inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers within the premises of the Office under conditions that shall not unreasonably disturb the carrying out of the functions of the Office.

#### *Article 9. Communications and Publications*

1. The Office shall enjoy, in respect of its official communications, treatment no less favorable than that accorded by the Government to any diplomatic mission or other intergovernmental organization in matters of priorities, rates and taxes on mail, cables, telegrams, telephone and other communications, including wireless transmitters, as well as rates for information to the press and radio.

2. All official communications directed to the Office, or to any of its officials, and outward official communications of the Office, by whatever form transmitted, shall be immune from censorship and from any other form of interference.

3. The United Nations, acting through the Office, shall have the right to use codes and to dispatch and receive official correspondence and other official communications by courier or in sealed bags, which shall have the same privileges and immunities as diplomatic couriers and bags. The bags must bear visibly the United Nations emblem and may contain only documents or articles intended for official use, and the courier should be provided with a courier certificate issued by the United Nations.

4. The Office may produce research reports as well as academic publications within the fields of its functions and activities. Intellectual property rights, including but not limited to patent rights, copyrights and other similar intellectual property rights, in any works generated or acquired by or through the Office in the Republic of Korea shall be the exclusive property of the United Nations. It is, however, understood that the Office shall observe the law of the Republic of Korea concerning intellectual property rights in the Republic of Korea and related international conventions.

#### *Article 10. Archives*

The archives of the Office shall be inviolable.

#### *Article 11. Funds, Assets and Other Property*

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

shall take place within the premises of the Office except with the express consent of and under conditions approved by the Head of the Office. Without prejudice to the preceding sentence, it is understood that, as a practical matter, the Government cannot prevent all attempts at service of process in the premises.

2. The premises of the Office shall be inviolable. The Office's property and assets, 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.

3. Without being restricted by financial controls, regulations, or moratoria of any kind, the Office may:

(a) Hold fluids or currency of any kind and operate accounts in convertible currencies; and

(b) Transfer its funds or currency to and from the Republic of Korea or within the Republic of Korea and convert them into other freely convertible currency.

#### *Article 12. Exemption from Taxation*

1. The Office and its assets, income and other property shall be:

(a) Exempt from all direct taxes. It is understood, however, that the Office shall not claim exemption from taxes which are, in fact, no more than charges for public utility services;

(b) Exempt from customs duties in respect of articles imported by the Office for its official use. It is understood, however, that articles imported under such exemption shall not be sold in the Republic of Korea except under conditions agreed with the appropriate authorities of the Government; and

(c) Exempt from customs duties and prohibitions and restrictions on imports and exports in respect of its publications. Imported publications, other than those of the United Nations, shall not be sold in the Republic of Korea except under conditions agreed with the appropriate authorities of the Government.

2. While the Office shall not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property that form part of the price to be paid, nevertheless, when the Office is making important purchases for official use of property on which such duties and taxes have been charged or are chargeable, the appropriate authorities shall, whenever possible, make appropriate administrative arrangements for the remission or return of the amount of the duty or tax.

#### *Article 13. Participants in the Office's Meetings*

1. Representatives of the Member States of the United Nations invited to meetings, seminars, training courses, symposiums and workshops organized by the Office shall, while exercising their functions, enjoy the privileges and immunities as set out in article IV of the Convention.

2. The Government, in accordance with relevant United Nations principles and practices and this Agreement, shall respect the complete freedom of expression of all participants in meetings, seminars, training courses, symposiums and workshops organized by the Office, to which the Convention shall be applicable.

*Article 14. Flag and Emblem*

The Office shall have the right to display the emblem of the United Nations and/or the flag of the United Nations on its premises, vehicles, aircraft and vessels.

*Article 15. Access, Transit and Residence*

The Government shall take the necessary measures to facilitate the entry into and exit from, and movement and sojourn within, the Republic of Korea for all persons referred to herein, traveling for the purpose of official business of the Office, without undue delay. The appropriate authorities of the Government shall grant facilities for speedy travel. Visas and entry permits, where required, shall be issued as promptly as possible to all persons referred to hereunder:

- (a) The Head of the Office and other officials of the Office, as well as their spouses and relatives dependent on them;
- (b) Experts on mission for the Office;
- (c) Officials of the United Nations or specialized agencies, having official business with the Office;
- (d) Personnel of associated offices and programmes of the United Nations and persons participating in the programmes of the United Nations; and
- (e) Other persons invited by the Office on official business.

*Article 16. Identification*

1. The persons referred to in article 15 shall hold personal identity cards (hereinafter referred to as "IDs") issued by the Office which are equivalent to the standard United Nations identity cards.
2. The appropriate authorities of the Government shall issue appropriate IDs to the officials of the Office and their spouses and relatives dependent on them after receiving their relevant information provided by the Office.

*Article 17. Privileges and Immunities*

1. The Head of the Office and all other staff of the Office shall be accorded the privileges and immunities provided for in articles V and VII of the Convention, without prejudice to the reservation made by the Government upon accession thereto. They shall, *inter alia*, enjoy:
  - (a) Immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity; such immunity shall continue to be accorded after termination of employment with the Office;
  - (b) Exemption from taxation on the salaries and emoluments paid to them by the Office;
  - (c) Immunity from seizure of their official baggage, except in doubtful cases, granted only to representatives of the Member States and experts on mission;
  - (d) Immunity, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration;



(e) The same privileges in respect of exchange facilities as those enjoyed by members of comparable rank of the diplomatic staff of missions accredited to the Government;

(f) Together with their spouses and relatives dependent on them, the same repatriation facilities in times of international crisis as diplomatic envoys; and

(g) The right to import free of duty their furniture and personal effects at the time of first taking up their posts in the Republic of Korea and to enjoy, thereafter, the same privileges as other United Nations offices in the Republic of Korea.

2. Experts on mission for the Office shall be granted the privileges, immunities and facilities provided for in articles VI and VII of the Convention.

3. Privileges and immunities are granted by this Agreement in the interests of the United Nations 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 individual in any case where, in the Secretary-General's opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the United Nations.

#### *Article 18. Dispute Settlement*

The Parties shall endeavour to settle amicably any dispute between the Parties concerning the interpretation or application of this Agreement, or otherwise settle such dispute in accordance with internationally recognized modes of settlement as mutually agreed and subject to article VIII of the Convention.

#### *Article 19. Respect for Local Laws and Regulations*

1. Without prejudice to the privileges and immunities accorded by this Agreement, it is the duty of all persons enjoying such privileges and immunities to observe the laws and regulations of the Republic of Korea. Such persons also have a duty not to interfere in the internal affairs of the Republic of Korea.

2. Without prejudice to the privileges and immunities referred to in this Agreement, the Office shall cooperate at all times with the appropriate authorities of the Government 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 and immunities under this Agreement.

3. Should the Government consider that an abuse of a privilege or immunity conferred by this Agreement has occurred, the Head of the Office shall, upon request, consult with the appropriate authorities to determine whether any such abuse has occurred. If such consultations fail to achieve a result satisfactory to the Government and to the Head of the Office, the matter shall be determined in accordance with the procedures set out in article 18.

#### *Article 20. General Provisions*

1. This Agreement shall enter into force on the date when the Parties have notified each other of the completion of their respective internal procedures for the entry into force of this Agreement.

2. Consultations with a view to amending this Agreement may be held at the request of either Party. Any amendments shall be made by mutual consent, in writing.

3. The Parties may enter into such supplementary arrangements as may be necessary. Any relevant matter for which no provision is made in this Agreement shall be settled through consultations between the Parties.

4. This Agreement may be terminated by either Party by giving written notice to the other Party of its decision to terminate this Agreement. This Agreement shall cease to be in force six (6) months after receipt of such notice by the other Party, except as regards the normal cessation of the activities of the Office and disposal of its property in the Republic of Korea, as well as the resolution of any disputes between the Parties.

*In witness whereof*, the undersigned, duly authorized respectively by the Government and the United Nations, have signed this Agreement.

*Done* in duplicate in New York City, this 2nd day of June 2016, in the English language.

[Signed] MR. WU HONGBO  
Under-Secretary-General for  
Economic and Social Affairs

For the United Nations

[Signed] H.E. MR. YUN-SIK HONG  
Minister of the Interior

For the Government of  
the Republic of Korea

**(f) Agreement between the United Nations and the Government of the Republic of Colombia concerning the Status of the United Nations Mission in Colombia. New York, 15 September 2016\***

I. DEFINITIONS

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

(a) “the Mission” means the United Nations Mission in Colombia, established in accordance with Security Council resolution 2261 (2016) of 25 January 2016;

(b) “Special Representative” means the Special Representative of the Secretary-General and Head of the United Nations Mission in Colombia appointed by the Secretary-General of the United Nations. Any reference to the Special Representative in this Agreement shall, except in paragraph 23, include any member of the Mission to whom he or she delegates a specified function or authority. It shall also include, including in paragraph 23, any member of the Mission whom the Secretary-General may designate as acting Head of Mission of the Mission following the death or resignation of the Special Representative;

(c) “member of the Mission” means:

(i) the Special Representative;

\* Entered into force on 15 September 2016 by signature, in accordance with article XI. United Nations registration no. I-53926.

- (ii) officials of the United Nations assigned to serve with the Mission;
  - (iii) United Nations Volunteers recruited through the United Nations Volunteer programme assigned to serve with the Mission;
  - (iv) unarmed international observers assigned to serve with the Mission pursuant to Security Council resolution 2261 (2016);
  - (v) other persons assigned to perform missions for the Mission and who fall within the scope of article VI of the Convention.
- (d) “the Government” means the Government of the Republic of Colombia;
- (e) “the territory” means the territory of the Republic of Colombia;
- (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 the Republic of Colombia is a Party;
- (g) “contractors” means persons, other than members of the Mission, engaged by the United Nations, including juridical as well as natural persons and their employees and sub-contractors, to perform services for the Mission or to supply equipment, provisions, supplies, fuel, materials or other goods, including spare parts and means of transport, in support of the Mission activities. Exemptions and facilities that are to be accorded with respect to the provision of such services and the supply of such goods must be solicited by the Mission. Such contractors shall not be considered beneficiaries of the present Agreement;
- (h) “vehicles” means vehicles of the United Nations and operated by members of the Mission or contractors in support of the Mission activities;
- (i) “aircraft” means aircraft of the United Nations and operated by members of the Mission or contractors in support of the Mission activities;
- (j) “vessels” means maritime or riverine vessels of the United Nations and operated by members of the Mission or contractors in support of the Mission activities;
- (k) “Standard Basic Assistance Agreement” means the Agreement between the Government of Colombia and the United Nations Development Programme concerning assistance by the United Nations Development Programme to the Government of Colombia, which was signed on 29 May 1974 and entered into force on 23 January 1975.

## 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 the Mission or to any member of the Mission or to contractors, when solicited by the Mission, shall apply in Colombia only.

## III. APPLICATION OF THE CONVENTION

3. The Mission, 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 THE MISSION

4. The Mission and its members shall refrain from any action or activity incompatible with the impartial and international nature of their duties or inconsistent with the spirit of the present Agreement. The Mission 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 the Mission.

## UNITED NATIONS FLAG, MARKINGS AND IDENTIFICATION

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

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

## COMMUNICATIONS

8. The Mission 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) the Mission 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 Colombia 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. If no decision has been reached fifteen (15) working days after the matter has been raised by the Mission with the Government, the Government shall immediately allocate suitable frequencies to the Mission for this purpose. The Mission shall be exempt from any, and all taxes on the allocation of frequencies for this purpose, as well as from any and all taxes on, and all fees for, their use. However, the Mission will not claim exemption from fees which are in fact no more than charges for services rendered;

(b) the Mission shall enjoy, within the territory of Colombia, the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, electronic mail, facsimile or any other means, and of establishing the necessary facilities for maintaining such communications within and between premises of the Mission, 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. If no decision has been reached fifteen (15) working days after the matter has been raised by the Mission with the

Government, the Government shall immediately allocate suitable frequencies or land, as the case may be, to the Mission for these purposes. The Mission shall be exempt from any and all taxes on the allocation of frequencies for this purpose, as well as from any and all taxes on, and any and all fees for, their use. However, the Mission will not claim exemption from fees which are in fact no more than charges for services rendered. Connections with local telephone and electronic data systems may be made only after consultation and in accordance with arrangements made with the Government;

(c) the Mission shall have the right to disseminate to the public in Colombia and to the public abroad information relating to its mandate through electronic media, including websites, social media, webcasts, data feeds and online and messaging services. The content of data disseminated through such media shall be under the exclusive editorial control of the Mission and shall not be subject to any form of censorship. The Mission shall be exempt from any prohibitions or restrictions regarding the production or dissemination of such data, including any requirement that permits be obtained or issued for such purposes;

(d) the Mission shall have the right to disseminate to the public in Colombia information relating to its mandate through official printed materials and publications, which the Mission may produce itself or through private publishing companies in Colombia. The content of such materials and publications shall be under the exclusive editorial control of the Mission and shall not be subject to any form of censorship. The Mission shall be exempt from any prohibitions or restrictions regarding the production or the publication or dissemination of such official materials and publications, including any requirement that permits be obtained or issued for such purposes. This exemption shall also apply to private publishing companies in Colombia which the Mission may use for the production, publication or dissemination of such materials or publications;

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

#### TRAVEL AND TRANSPORT

10. The Mission, its members and contractors, together with their property, equipment, provisions, supplies, fuel, materials and other goods, including spare parts, as well as vehicles and aircraft, including the vehicles and aircraft of contractors used exclusively in the performance of services for the Mission, shall enjoy full freedom of movement without delay throughout Colombia by the most direct route possible for the purpose of executing the tasks defined in the Mission's mandate and without the need for travel permits or prior authorization or notification, except in the case of movements by air, which shall comply with the generally applicable procedural requirements for flight planning and operations within the airspace of Colombia as promulgated, and as specifically notified to the Mission, by the civil aviation authority of Colombia. The Government shall, where necessary, provide the Mission 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 the Mission's movements and ensuring the safety and security of its members.

11. Vehicles, aircraft, and vessels 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 the Mission to the civil aviation authority of Colombia and that all vehicles, vessels and aircraft shall carry third party insurance. The Mission shall provide the Government, from time to time, with updated lists of the Mission vehicles.

12. The Mission and its members and contractors, as well as vehicles, aircraft, and vessels, including vehicles, aircraft and vessels of its contractors used exclusively in the performance of services for the Mission, may use roads, bridges, ferries, waterways, airfields, airspace and port facilities without the payment of any form of monetary contributions, dues, tolls, user fees or charges, including airport taxes, landing fees, parking fees, overflight fees, port fees or charges, including wharfage and compulsory pilotage charges. However, the Mission will not claim exemption from charges which are in fact charges for services rendered. Exemptions and facilities that are to be accorded pursuant to this paragraph must be solicited by the Mission.

#### PRIVILEGES AND IMMUNITIES OF THE MISSION

13. The Mission, 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 the Mission, including through contractors, to import, by the most convenient and direct route by land, sea or air, free of duty, taxes, fees and charges and free of prohibitions and restrictions, equipment, provisions, supplies, fuel, materials and other goods which are for the exclusive and official use of the Mission;

(b) The right of the Mission, including through 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 which are for the exclusive and official use of the Mission;

(c) The right of the Mission, including through contractors, to re-export or otherwise dispose of all usable items of property and equipment 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 the Mission and which are not transferred, or otherwise disposed of, on terms and conditions to be agreed upon, to the competent local authorities of Colombia.

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 the Mission and the Government at the earliest possible date.

Exemptions and facilities that are to be accorded pursuant to this paragraph must be solicited by the Mission.

For the purposes of this paragraph, neither the Mission nor contractors will claim exemption from fees and charges which are in fact no more than charges for services rendered.

## V. FACILITIES FOR THE MISSION AND ITS CONTRACTORS

PREMISES REQUIRED FOR CONDUCTING THE OPERATIONAL AND ADMINISTRATIVE  
ACTIVITIES OF THE MISSION

14. The Government shall provide, in agreement with the Special Representative and for the duration of the Mission's mandate and for such time thereafter as may be strictly required for the orderly winding down of the Mission's activities, such areas for headquarters and other premises as may be necessary for the conduct of the operational and administrative activities of the Mission, including the establishment of the necessary facilities for maintaining communications in accordance with paragraph 9. The cost of such premises shall be borne in accordance with Security Council resolution 2307 (2016) of 13 September 2016. Without prejudice to the fact that all such premises remain territory of Colombia, 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 the Mission are co-located with military personnel of Colombia or members of the Revolutionary Armed Forces of Colombia—People's Army (FARC-EP), a permanent, direct and immediate access by the Mission to those premises shall be guaranteed.

15. The Government undertakes to assist the Mission in obtaining and making available, where applicable, water, sewerage, electricity and other facilities. Where such utilities or facilities are not provided free of charge, payment shall be made by the Mission on terms to be agreed with the competent authority. The Mission 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 the Mission as to essential government services.

16. The Mission shall have the right, where necessary, to generate, within its premises, electricity for its use and to transmit and distribute such electricity. It shall also have the right, where necessary, to construct water wells and waste water treatment systems within its premises for its own use.

17. Any government official or any other person seeking entry to the Mission 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 the Mission of a bill of lading, airway bill, cargo manifest or packing list, all necessary authorizations, permits and licences required for the import of equipment, provisions, supplies, fuel, materials and other goods for the exclusive and official use of the Mission, including in respect of import by 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 licences required for the purchase or export of such goods, including in respect of purchase or export by contractors, free of any prohibitions and restrictions and without the payment of monetary contributions, duties, fees, charges or taxes. Special arrangements shall be made between the Government and the Mission for the implementation of the present paragraph.



19. The Government undertakes to assist the Mission 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 the Mission or by contractors for the official and exclusive use of the Mission, the Government shall make appropriate administrative arrangements for the exemption of any excise, tax or monetary contribution payable as part of the price. Upon request by the Mission, the Government shall exempt the Mission and contractors from general sales taxes in respect of all local purchases for the exclusive and official use of the Mission. In making purchases on the local market, the Mission shall, on the basis of observations made and information provided by the Government in that respect, avoid any adverse effect on the local economy.

20. For the proper performance of the services in support of the Mission provided by contractors, other than by nationals of Colombia resident in Colombia, the Government agrees to provide such contractors with facilities for their entry into and departure from Colombia, without delay or hindrance, and for their residence in Colombia, 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, licences and permits. The Mission's contractors, other than nationals of Colombia resident in Colombia, shall be accorded the necessary facilities and privileges in regard to services and goods provided to the Mission for its official and exclusive use. Exemptions and facilities that are to be accorded pursuant to this paragraph must be solicited by the Mission.

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

#### RECRUITMENT OF LOCAL PERSONNEL

22. The Mission 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 the Mission.

### VI. STATUS OF THE MEMBERS OF THE MISSION

#### PRIVILEGES AND IMMUNITIES

23. The Special Representative, the Deputy Special Representative of the Secretary-General, the Chief of Staff, the chief international observer and members of the Mission 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.

24. Officials of the United Nations assigned to serve with the Mission remain officials of the United Nations entitled, subject to paragraph 27, to the privileges and immunities, exemptions and facilities set out in articles V and VII of the Convention.

25. United Nations Volunteers recruited through the United Nations Volunteer programme assigned to serve with the Mission shall be assimilated to officials of the

United Nations assigned to serve with the Mission and shall accordingly enjoy the privileges and immunities, exemptions and facilities set out in articles V and VII of the Convention.

26. International observers and 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.

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

28. Members of the Mission, other than those recruited locally, shall have the right to import free of duty their personal effects in connection with their arrival in Colombia. They shall be subject to the laws and regulations of Colombia governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in Colombia with the Mission. The Government shall, as far as possible, give priority for the speedy processing of entry and exit formalities for members of the Mission, other than those recruited locally, upon prior written notification. On departure from Colombia, members of the Mission, other than those recruited locally, 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 the Mission.

29. The Special Representative 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 Colombia by members of the Mission, in accordance with the present Agreement.

30. Privileges and immunities are granted to members of the Mission in the interests of the United Nations 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 member of the Mission in any case where, in his or her opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the United Nations.

#### ENTRY, RESIDENCE AND DEPARTURE

31. The Special Representative and members of the Mission shall, whenever so required by the Special Representative, have the right to enter into, reside in and depart from Colombia.

32. The Government undertakes to facilitate the entry into and departure from Colombia, without delay or hindrance, of the Special Representative and members of the Mission and shall be kept informed of such movements. For this purpose, the Special Representative and members of the Mission shall be exempt from passport and visa regulations and immigration inspection and restrictions, as well as from payment of any taxes, fees or charges on entering into or departing from Colombia. Members of the Mission shall

also be exempt from any regulations governing the residence of aliens in Colombia, including registration and residence and work permits, but shall not be considered as acquiring any right to permanent residence or domicile in Colombia.

33. For the purpose of such entry or departure, members of the Mission shall only be required to have a personal numbered identity card issued in accordance with paragraph 34 of the present Agreement, except in the case of first entry into Colombia, 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.

#### IDENTIFICATION

34. The Special Representative shall issue to each member of the Mission before or as soon as possible after such member's first entry into Colombia, as well as to all locally recruited personnel, and to contractors, a numbered identity card, showing the bearer's name and photograph. Except as provided for in paragraph 33 of the present Agreement, such identity card shall be the only document required of a member of the Mission.

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

#### UNIFORMS AND ARMS

36. United Nations Security Officers may wear the United Nations uniform. United Nations Security Officers may possess and carry items of security equipment, including global positioning devices, while on official duty in accordance with their orders within the premises of the Mission. When doing so, they must wear the United Nations uniform, except as otherwise provided in paragraph 37.

37. 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.

38. The Mission shall keep the Government informed of the number and the types of firearms carried by United Nations close protection officers and United Nations Security Officers serving in close protection details and of the names of the officers carrying them.

#### PERMITS AND LICENCES

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

40. The Government agrees to accept as valid, and where necessary promptly to validate, free of charge and without any restrictions, licences and certificates already issued by appropriate authorities in other States in respect of aircraft and vessels, including those operated by contractors exclusively for the Mission. Without prejudice to the foregoing, the

Government further agrees to grant promptly, free of charge and without any restrictions, necessary authorizations, licences and certificates, where required, for the acquisition, use, operation and maintenance of aircraft and vessels.

41. The Government further agrees to accept as valid, without tax or fee, permits or licences issued by the Special Representative to United Nations close protection officers and to United Nations Security Officers serving in close protection details who are members of the Mission for the carrying or use of firearms or ammunition in strict connection with the functioning of the Mission.

#### ARREST AND TRANSFER OF CUSTODY AND MUTUAL ASSISTANCE

42. The Special Representative shall take all appropriate measures to ensure the maintenance of discipline and good order among members of the Mission. To this end, United Nations Security Officers shall patrol the areas provided for headquarters and other premises of the Mission 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 the Mission.

43. The personnel mentioned in paragraph 42 above may apprehend any other person caught *in flagrante delicto* on the premises of the Mission. Such other person shall be delivered immediately to the nearest appropriate official of the competent authority of the Republic of Colombia for the purpose of dealing with any offence or disturbance on such premises.

44. Subject to the provisions of paragraphs 23 and 26, competent authorities of the Republic of Colombia may:

(a) take into custody any member of the Mission when so requested by the Special Representative and consistent with Colombian law; or

(b) apprehend a member of the Mission caught *in flagrante delicto* in the commission or attempted commission of a criminal offence. Such person shall be delivered immediately, together with any item collected, to the nearest appropriate representative of the Mission, after which the provisions of paragraph 49 shall apply.

45. The Mission shall afford to the competent authorities of the Republic of Colombia the widest possible measure of assistance in connection with investigations or court proceedings carried out by Colombia or by other States in respect of criminal offences committed in the territory of Colombia. The competent authorities of the Republic of Colombia shall afford to the Mission the widest possible measure of assistance in connection with administrative investigations or proceedings in respect of such offences. Assistance afforded pursuant to the present paragraph may include taking statements from other persons, the collection and production of evidence and, if possible, 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. When assistance is provided pursuant to the present paragraph on a confidential basis, the other party shall take the necessary measures to ensure that such confidentiality is respected and maintained. 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 43 or 44.

## SAFETY AND SECURITY

46. The Government shall ensure that the provisions of the Convention on the Safety of United Nations and Associated Personnel (the "Safety Convention") and its Optional Protocol, to both of which Colombia is party, are applied to and in respect of the Mission, its members and their equipment and premises.

47. Upon the request of the Special Representative, the Government shall provide such security as necessary to protect the Mission, its members and their equipment during the exercise of their functions. The Government shall also, upon request of the Special Representative, provide such assistance to the Mission as may be necessary for the evacuation of members of the Mission and their equipment from rural areas in the event of medical emergency or an emergency threatening their security.

## JURISDICTION

48. Members of the Mission shall be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue even after they cease to be members of or employed by or for the Mission and after the expiration of the other provisions of the present Agreement.

49. Should the Government consider that any member of the Mission has committed a criminal offence, it shall promptly inform the Special Representative and present to him or her any information available to it. Subject to the provisions of paragraph 23, the Special Representative shall determine whether or not the conduct of the member of the Mission concerned is related to his or her official duties and whether he or she is therefore immune from legal process. If the Special Representative determines that the member of the Mission is immune from legal process and the Secretary-General does not waive that immunity, criminal proceedings may not be instituted against that member with respect to the criminal offence concerned. If the Government disagrees with the determination of the Special Representative, the question shall be resolved as provided in paragraph 55 of the present Agreement. If the Special Representative determines that the member of the Mission is not immune from legal process or that he or she is immune but the Secretary-General waives that immunity, criminal proceedings may be instituted against that member with respect to the criminal offence concerned. In the event that criminal proceedings are instituted in accordance with the present Agreement, the courts and authorities of Colombia shall ensure that the member of the Mission 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 Colombia is a Party. The Government confirms that, in accordance with the Second Optional Protocol to the Covenant, to which Colombia is a Party, the death penalty has been abolished in Colombia and that accordingly no sentence of death will be imposed or carried out in the event of a guilty verdict.

50. If any civil proceeding is instituted against a member of the Mission before any court of Colombia, the Special Representative 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 Special Representative certifies that the proceeding is related to official duties, such proceeding shall be discontinued and the provisions of paragraph 53 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 accordance with the national laws of Colombia. In that event, the courts and authorities of Colombia shall grant the member of the Mission concerned sufficient opportunity to safeguard his or her rights in accordance with due process of law and shall ensure that the suit is conducted in accordance with international standards of justice, fairness and due process of law, as set out in the Covenant. If the Special Representative certifies that a member of the Mission is unable, because of his or her official duties or authorized absence, to protect his or her interests in the proceeding, the Government shall, without intervening as a party in such proceedings and at the Special Representative's request, support by means of an official communication a request that the court afford the defendant sufficient time to arrange for his or her representation and appearance at the proceedings. The personal liberty of a member of the Mission 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

51. 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 the Mission who dies in Colombia, as well as that member's personal property located within Colombia, in accordance with United Nations procedures.

#### VII. LIMITATION OF LIABILITY OF THE UNITED NATIONS

52. Third party claims for property loss or damage or for personal injury, illness or death arising from or directly attributed to the Mission 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 53 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, damage or injury, within six months from the time he or she had discovered the loss, damage or injury, but in any event not later than one year after the termination of the mandate of the Mission. Upon determination of liability as provided in this Agreement, the United Nations 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

53. Except as provided in paragraph 55, any dispute or claim of a private law character to which the Mission or any member thereof is a party and over which the courts of Colombia 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 at the request of the Government. 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 (30) 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 the Mission, the Special Representative or the Secretary-General of the United Nations shall use his or her best endeavours to ensure compliance.

54. Disputes concerning the terms of employment and conditions of service of locally recruited personnel, as members of the Mission, shall be settled by the regulations, rules and procedures of the United Nations.

55. All other disputes between the Mission 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 53 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.

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

#### IX. SUPPLEMENTAL ARRANGEMENTS

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

#### X. LIAISON

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

#### XI. MISCELLANEOUS PROVISIONS

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

60. The Government shall consider any imports and exports of goods and services, or purchases of goods and services made locally by the United Nations Development



Programme (UNDP) for the benefit of the Mission to fall within the scope of, and to benefit from the facilities and exemptions provided in, the Standard Basic Assistance Agreement.

61. The present Agreement shall enter into force immediately upon signature.

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

(a) the provisions of paragraphs 46, 48, 51, 55 and 56 shall remain in force;

(b) the provisions of paragraphs 52 and 53 shall remain in force until all claims made in accordance with the provisions of paragraph 52 have been settled.

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

*Done* at New York on the 15th day of September Two Thousand and Sixteen, in duplicate, in the English and Spanish languages. In the case of any inconsistency, the text in the English language shall prevail.

For the United Nations

For the Government of the  
Republic of Colombia

[Signed] JEFFERY FELTMAN  
Under-Secretary-General  
for Political Affairs

[Signed] MARIA EMMA MEJIA VÉLEZ  
Permanent Representative of the  
Republic of Colombia to the United Nations

**(g) Agreement concerning the Relationship between the United Nations and the International Organization for Migration. New York, 19 September 2016\***

*The United Nations and the International Organization for Migration,*

*Bearing in mind* the relevant provisions of the Charter of the United Nations and of the Constitution of the International Organization for Migration,

*Recognizing* the need to take into account migration and human mobility in the activities of the two Organizations and for close cooperation among all relevant organizations to strengthen their efforts in coordinating their respective activities related to migration and human mobility,

*Recalling* General Assembly resolution 47/4 of 16 October 1992 inviting the International Organization for Migration to participate in the sessions and the work of the General Assembly in the capacity of observer,

*Recalling also* the Cooperation Agreement between the United Nations and the International Organization for Migration of 25 June 1996,

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\* Entered into force provisionally on 19 September 2016 by signature, in accordance with article 16. United Nations registration no. II-1384.

*Recalling further* General Assembly resolution 51/148 of 13 December 1996 on the co-operation between the United Nations and the International Organization for Migration,

*Recalling* the Memorandum of Understanding between the United Nations and the International Organization for Migration regarding a Global Safety and Security Management Partnership of 25 June 2013,

*Desiring* to establish a mutually beneficial relationship whereby the discharge of respective responsibilities of the United Nations and the International Organization for Migration may be facilitated,

*Taking note of* the International Organization for Migration Council Resolution No. 1309 of 24 November 2015, which, *inter alia*, requested the Director General of the International Organization for Migration to develop with the United Nations a way in which the legal basis of the relationship between the International Organization for Migration and the United Nations could be improved,

*Taking note of* General Assembly resolution 70/263 of 27 April 2016 which, *inter alia*, recognized the need to establish a closer relationship between the United Nations and the International Organization for Migration and invited the Secretary-General to take steps to conclude an agreement concerning the relationship between the United Nations and the International Organization for Migration and to submit the negotiated draft agreement to the General Assembly for approval,

*Have agreed* as follows:

#### *Article 1. Purpose of the Agreement*

The present Agreement defines the terms on which the United Nations and the International Organization for Migration shall be brought into relationship with each other in order to strengthen their cooperation and enhance their ability to fulfil their respective mandates in the interest of migrants and their Member States.

#### *Article 2. Principles*

1. The United Nations recognizes the International Organization for Migration as an organization with a global leading role in the field of migration. The United Nations recognizes that the Member States of the International Organization for Migration regard it, as per the International Organization for Migration Council Resolution No. 1309, as the global lead agency on migration. The foregoing shall be without prejudice to the mandates and activities of the United Nations, its Offices, Funds and Programmes in the field of migration.

2. The United Nations recognizes the International Organization for Migration as an essential contributor in the field of human mobility, in the protection of migrants, in operational activities related to migrants, displaced people and migration-affected communities, including in the areas of resettlement and returns, and in mainstreaming migration in development plans.

3. The United Nations recognizes that the International Organization for Migration, by virtue of its Constitution, shall function as an independent, autonomous and non-normative international organization in the working relationship with the United Nations established by this Agreement, noting its essential elements and attributes defined by the Council of the International Organization for Migration as per its Council Resolution No. 1309.

4. The International Organization for Migration recognizes the responsibilities of the United Nations under its Charter and the mandates and responsibilities of other United Nations organizations and subsidiary organs and agencies, including in the field of migration.

5. The International Organization for Migration undertakes to conduct its activities in accordance with the Purposes and Principles of the Charter of the United Nations and with due regard to the policies of the United Nations furthering those Purposes and Principles and to other relevant instruments in the international migration, refugee and human rights fields.

6. The United Nations and the International Organization for Migration will cooperate and conduct their activities without prejudice to the rights and responsibilities of one another under their respective constituent instruments.

*Article 3. Cooperation and coordination*

1. The United Nations and the International Organization for Migration, recognizing the need to work jointly to achieve mutual objectives, and with a view to facilitating the effective exercise of their responsibilities, agree to cooperate closely within their respective mandates and to consult on matters of mutual interest and concern. To that end, the United Nations and the International Organization for Migration shall cooperate with each other in accordance with the provisions of their respective constituent instruments.

2. The International Organization for Migration agrees to participate in, and to cooperate with, any body or bodies that have been established or may be established by the United Nations for the purpose of facilitating such cooperation and coordination at the global, regional or country level, in particular through membership in:

(a) The United Nations System Chief Executives Board for Coordination and its subsidiary bodies (the High-level Committee on Programmes, the High-level Committee on Management (including the Inter-Agency Security Management Network), and the United Nations Development Group and its regional and country teams);

(b) The Inter-Agency Standing Committee;

(c) The Executive Committee on Humanitarian Affairs;

(d) The Global Migration Group;

(e) Country-level security management teams.

The International Organization for Migration agrees to participate in such bodies in accordance with their established rules of procedures and to contribute to their cost-shared budgets, as per established cost-sharing arrangements.

3. The International Organization for Migration may also consult with appropriate bodies established by the United Nations on matters within their competence and on which the International Organization for Migration requires expert advice. The United Nations, on its part, agrees to take such action as may be necessary to facilitate such consultation.

4. The United Nations bodies referred to above may also consult with the International Organization for Migration on all matters within its competence and on which they require expert advice. The International Organization for Migration, on its part, agrees to take such action as may be necessary to facilitate such consultation.

5. The United Nations and the International Organization for Migration, within their respective competencies and in accordance with the provisions of their respective constituent instruments, shall cooperate by providing each other, upon request, with such information and assistance as either organization may require in the exercise of its responsibilities.

6. The United Nations and the International Organization for Migration recognize the desirability of cooperation in the statistical field within the framework of their respective mandates.

7. The United Nations and the International Organization for Migration recognize the necessity of achieving, where applicable, effective coordination of the activities and services of the United Nations and the International Organization for Migration with a view to avoiding duplication of their activities and services.

#### *Article 4. Reports to the United Nations*

The International Organization for Migration may, if it decides it to be appropriate, submit reports on its activities to the General Assembly through the Secretary-General.

#### *Article 5. Reciprocal representation*

1. The Secretary-General of the United Nations shall be entitled to attend and to participate in relation to matters of common interest, without vote and in accordance with the relevant rules of procedure, in sessions of the Council of the International Organization for Migration. The Secretary-General shall also be invited, as appropriate, to attend and participate without vote in such other meetings as the International Organization for Migration may convene at which matters of interest to the United Nations are under consideration. The Secretary-General may, for the purposes of this paragraph, designate any person as his or her representative.

2. The Director General of the International Organization for Migration shall be entitled to attend plenary meetings of the General Assembly of the United Nations for the purposes of consultations. The Director General shall be entitled to attend and participate without vote in meetings of the Committees of the General Assembly and meetings of the Economic and Social Council, and, as appropriate and in accordance with the relevant rules of procedure, meetings of subsidiary organs of the Assembly and the Council. The Director General may, at the invitation of the Security Council, attend its meetings to supply it with information or give it other assistance with regard to matters within the competence of the International Organization for Migration. The Director General may, for the purposes of this paragraph, designate any person as his or her representative.

3. Written statements presented by the United Nations to the International Organization for Migration for distribution shall be distributed by the Administration of the International Organization for Migration to all members of the appropriate organ or organs of the International Organization for Migration. Written statements presented by the International Organization for Migration to the United Nations for distribution shall be distributed by the Secretariat of the United Nations to all members of the appropriate organ or organs of the United Nations.

*Article 6. Proposal of agenda items*

1. The Secretary-General of the United Nations may propose agenda items for consideration by the International Organization for Migration. In such cases, the United Nations shall notify the Director General of the agenda item or items concerned, and the Director General shall, in accordance with his or her authority and the relevant rules of procedure, bring any such agenda item or items to the attention of the appropriate governing body of the International Organization for Migration.

2. The Director General of the International Organization for Migration may propose agenda items for consideration by the United Nations. In such cases, the International Organization for Migration shall notify the Secretary-General of the agenda item or items concerned, and the Secretary-General shall, in accordance with his or her authority and the relevant rules of procedure, bring any such item or items to the attention of the relevant principal organ of the United Nations or such other organ or organs of the United Nations as may be appropriate.

*Article 7. Exchange of information and documents*

1. The United Nations and the International Organization for Migration shall arrange for the exchange of information, publications and documents of mutual interest.

2. The International Organization for Migration shall, to the extent practicable, furnish the United Nations, upon its request, with special studies or information relating to matters within the competence of the United Nations.

3. The United Nations shall likewise, to the extent practicable, furnish the International Organization for Migration, upon its request, with special studies or information relating to matters within the competence of the International Organization for Migration.

4. The United Nations and the International Organization for Migration shall make every effort to achieve maximum cooperation with a view to avoiding duplication in the collection, analysis, publication and dissemination of information related to matters of mutual interest. They shall strive, where appropriate, to combine their efforts to secure the greatest possible usefulness and utilization of such information.

*Article 8. Administrative cooperation*

The United Nations and the International Organization for Migration shall consult, whenever required, concerning the most efficient use of facilities, staff and services with a view to avoiding the establishment and operation of overlapping facilities and services. They shall also consult to explore the possibility of establishing common facilities or services in specific areas, with due regard to cost savings.

*Article 9. Cooperation between the secretariats*

The Secretariat of the United Nations and the Administration of the International Organization for Migration shall maintain a close working relationship in accordance with such arrangements as may be agreed upon from time to time between the Secretary-General of the United Nations and the Director General of the International Organization for Migration. Similar close working relationships between the secretariats of the other organizations within the United Nations system shall also be maintained in accordance

with arrangements between the International Organization for Migration and the organizations concerned.

*Article 10. Personnel arrangements*

The United Nations and the International Organization for Migration agree to consult whenever necessary concerning matters of common interest relating to the terms and conditions of employment of staff as well as to cooperate regarding the exchange of personnel based on conditions contained in supplementary arrangements concluded pursuant to Article 14 of this Agreement.

*Article 11. United Nations laissez-passer*

Members of the staff of the International Organization for Migration shall be entitled, in accordance with such administrative arrangements as may be concluded between the Secretary-General of the United Nations and the Director General of the International Organization for Migration, to use the *laissez-passer* of the United Nations as a valid travel document where such use is recognized by States in agreements defining the privileges and immunities of the International Organization for Migration.

*Article 12. Expenses*

Expenses resulting from any cooperation or provision of services pursuant to this Agreement shall be subject to separate arrangements between the United Nations and the International Organization for Migration.

*Article 13. Protection of confidentiality*

1. Nothing in this Agreement shall be so construed as to require either the United Nations or the International Organization for Migration to furnish any material, data and information the disclosure of which could, in its judgement, violate its obligation under its constituent instrument or policies on confidentiality to protect such material, data and information.

2. In case confidential material, data or information is provided, the United Nations and the International Organization for Migration shall ensure the appropriate protection of such material, data and information, in accordance with their constituent instruments and policies on confidentiality or in accordance with such supplementary arrangements as may be concluded between them for this purpose in accordance with article 14 of this Agreement.

*Article 14. Supplementary arrangements for the implementation of the present Agreement*

The Secretary-General of the United Nations and the Director General of the International Organization for Migration may, for the purpose of implementing the present Agreement, make such supplementary arrangements as may be found appropriate.

*Article 15. Amendments*

The present Agreement may be amended by agreement between the United Nations and the International Organization for Migration. Any such amendment shall be approved

by the General Assembly of the United Nations and by the Council of the International Organization for Migration. The United Nations and the International Organization for Migration shall notify each other in writing of the date of such approval, and the Agreement shall enter into force on the date of the later of the said approvals.

*Article 16. Entry into force*

1. The present Agreement shall be approved by the General Assembly of the United Nations and by the Council of the International Organization for Migration. The United Nations and the International Organization for Migration shall notify each other in writing of the date of such approval. The Agreement shall thereafter enter into force upon signature.

2. Upon its entry into force, this Agreement supersedes and replaces the Cooperation Agreement between the United Nations and the International Organization for Migration of 25 June 1996.

*In witness thereof*, the undersigned have signed the present Agreement.

*Signed* this 19th day of September 2016 at New York in two originals in the English language.

For the United Nations

For the International Organization  
for Migration

[*Signed*] BAN KI-MOON  
Secretary-General

[*Signed*] WILLIAM LACY SWING  
Director General

### **3. United Nations Entity for Gender Equality and the Empowerment of Women**

#### **Agreement between the United Nations represented by the United Nations Entity for Gender Equality and the Empowerment of Women and the Government of the United Arab Emirates concerning the establishment of a UN-Women liaison office for Gulf Countries. New York, 15 July 2016\***

WHEREAS the General Assembly of the United Nations has established the United Nations Entity for Gender Equality and the Empowerment of Women (hereinafter referred to as “UN-Women”) as per its resolution no. 64/289 dated 21 July, 2010 to assist Member States and the United Nations System to progress more effectively and efficiently toward the goal of achieving gender equality and the empowerment of women;

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\* Entered into force on 15 July 2016 by signature, in accordance with article XXX. United Nations registration no. I-53794.



WHEREAS UN-Women, in addition to leading the coordination with United Nations Country Teams (UNCTs) and United Nations Development Goals on gender equality and women's empowerment, is supporting national partners in the Middle East and North Africa region, including in Gulf and Arab countries in empowering women and promoting gender equality;

CONSIDERING that UN-Women has accepted the generous offer of the Government of the United Arab Emirates to host a UN-Women Liaison Office in Abu Dhabi;

CONSIDERING that UN-Women is an integral part of the United Nations, whose status, privileges and immunities are governed by the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946, to which the United Arab Emirates acceded on 2 June 2003, without reservation;

CONSIDERING that the General Women's Union is the national institution in the United Arab Emirates responsible for the advancement and empowerment of women;

CONSIDERING that UN-Women recognizes the role of the General Women's Union and shall collaborate with that institution in relation to activities of the Liaison Office;

CONSIDERING that it is desirable to conclude an Agreement, complementary to the Convention on the Privileges and Immunities of the United Nations, to regulate questions not envisaged in that Convention arising as a result of the location of a UN-Women Liaison Office in the United Arab Emirates;

NOW, THEREFORE UN-Women and the Government, hereinafter collectively referred to as "the Parties" and each a "Party", have entered into this Agreement in a spirit of friendly co-operation:

#### *Article I. Definitions*

For the purposes of this Agreement:

- (a) "Host Country" means the United Arab Emirates;
- (b) "Government" means the Government of the United Arab Emirates;
- (c) "the Parties" means UN-Women and the Government;
- (d) "Head of the Office" means the official who is the Head of the Office;
- (e) "Experts on Mission" means persons, other than officials of the Office, performing missions at the request of or on behalf of the Office, as referred to in article VI of the General Convention;
- (f) "Officials of the Office" means all United Nations staff members assigned to service the Office irrespective of nationality, with the exception of those who are locally recruited and paid hourly rates, as provided for in United Nations General Assembly resolution 76 (1) of 7 December 1946;
- (g) "Persons performing services" means operational experts, consultants and judicial as well as natural persons and their employees;
- (h) "Representatives of Parties to the Convention" means persons charged by a State with the duty to act on its behalf on matters related to the Gulf Liaison Office;

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

(j) “Competent authorities” means central, local and other authorities under the laws of the Host Country;

(k) “Premises of the Office” means the building or part of building occupied permanently or temporarily by the Office or by meetings convened in the United Arab Emirates by the Office, and as defined in Annex A or in any Supplementary Agreements to this Agreement, including any other land, buildings or platforms that may from time to time be included, temporarily or permanently, in accordance with this Agreement or by Supplementary Agreements entered into with the Government;

(l) “Archives of the Office” means all records, correspondence, documents, manuscripts, computer records, still and motion pictures, film and sound recordings, belonging to or held by the Office in furtherance of its functions;

(m) “Property of the Office” means all property, including funds, income and other assets belonging to the Office or held or administered by the Office in furtherance of the functions of the Office;

(n) “the Secretary-General” means the Secretary-General of the United Nations; and

(o) “Telecommunications” means any emission, transmission or reception of written or verbal information, images, sound or information of any nature by wire, radio, satellite, optical, fibre or any other electronic or electromagnetic means.

#### *Article II. Establishment of the Office*

The seat of the Office shall be established in the City of Abu Dhabi, to carry out the functions of a Liaison Office, including:

(a) Resource mobilization and partnership development in the areas of policy advice and political advocacy with Gulf and Arab institutions regarding advancement and empowerment of women; and

(b) Provision of technical assistance, in coordination with UN-Women Headquarters, to advance the status of women in the Middle East and North Africa region and support national governments' efforts in the Gulf Cooperation Council (GCC) in various areas relating to equality between women and men and women's empowerment;

(c) Cooperation as outlined in article III.

#### *Article III. Scope of Cooperation*

The Office shall provide the necessary technical assistance on gender equality and women's empowerment to the competent authorities of the Host Country upon their request, the scope of which may be further agreed between the Parties in supplemental agreements further to article XXVIII.

#### *Article IV. Juridical Personality*

1. The Office shall possess juridical personality in the United Arab Emirates. It shall have the capacity:

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

2. For the purposes of this Agreement, the Office shall be represented by the Head of the Office.

*Article V. Purpose and Scope of the Agreement*

1. This Agreement regulates the status of the Office's premises, officials, experts on mission and persons performing services in the Host Country.

2. This Agreement sets out the arrangements necessary for the effective discharge of the functions by the Office. It does not set out the relations and modalities of assistance rendered by the United Nations or the Office to the Host Country as part of its mandate.

3. The Government confirms that the treatment afforded to the Office shall be on terms and conditions not less favourable than those accorded to offices of the United Nations System in the Host Country.

4. Any building in or outside Abu Dhabi, United Arab Emirates, which may be used with the concurrence of the Government for meetings, seminars, training courses, symposiums, workshops and similar activities organized by the Office shall be temporarily included in the premises of the Office and shall be deemed to be covered by this Agreement for the duration of such meetings, training courses, symposiums, workshops and similar activities organized by the Office.

*Article VI. Application of the General Convention*

The General Convention shall be applicable to the Office, its property, funds and assets, and to its officials, experts on mission and persons performing services in the Host Country.

*Article VII. Inviolability of the Office*

1. As set forth in the General Convention, the Office shall be inviolable and its property and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process, except insofar as in any particular case immunity shall have expressly been waived in accordance with the General Convention. No waiver of immunity from legal process shall extend to any measure of execution.

2. No officer or official of the Host Country or person exercising any public authority within the Host Country, shall enter the premises of the Office to perform any duties therein except with the consent of, and under the conditions approved by the Head of the Office. In case of a fire or other emergency requiring prompt protection action, the consent of the Head of the Office to any necessary entry into the premises shall be presumed if he or she cannot be reached in time.

3. The premises and facilities of the Office can be used for meetings, seminars, exhibitions and other related purposes which are organized by the Office, the United Nations or other related organizations.

4. The premises of the Office shall not be used in any manner incompatible with the purpose and scope of the Office, as set forth in article V above.

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

*Article VIII. Security and Protection*

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

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

*Article IX. Public Services*

1. The competent authorities shall facilitate, upon request of the Head of the Office and under terms and conditions not less favourable than those accorded to offices of the United Nations System in the Host Country, access to the public services needed by the Office such as, but not limited to, utility, power and communications services.

2. In cases where public services referred to in paragraph 1, above, are made available to the Office by the competent authorities or where the prices thereof are under their control, the rate for such services shall not exceed the lowest comparable rates accorded to accredited foreign missions.

3. In case of *force majeure*, resulting in a complete or partial disruption of the above-mentioned services, the Office shall, for the performance of its functions, be accorded the same priority given to essential governmental agencies and organs.

4. The provisions of this article shall not prevent the reasonable application of fire protection or sanitary regulations of the Host Country.

*Article X. Communications Facilities*

1. The Office shall enjoy, for its official communications, treatment not less favourable than that accorded by the Host Country to any other Government, including the latter's diplomatic mission, in the matter of priorities, rates and taxes on mails, cables, telegrams, radiograms, telephotos, telephone and other communication and press rates for information to the press and radio.

2. The Government shall secure the inviolability of the official communications of the Office, whatever the means of the communications employed, and shall not apply any censorship to such communications.

3. The Office shall have the right to operate communication equipment, including satellite facilities and to use codes and to dispatch and receive correspondence by couriers and bags. The bags must bear visibly the United Nations emblem and may contain only

documents or articles intended for official use, and the courier shall be provided with a courier certificate issued by the United Nations.

*Article XI. Funds, Assets and Other Property*

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

2. The property and assets of the Office shall be exempt from restrictions, regulations, controls and moratoria of any nature.

3. Without being restricted by financial controls, regulations or moratoria of any kind, the Office:

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

(b) shall be free to transfer its funds or currency from the Host Country to another country, or within the Host Country, to the United Nations or any other agency;

(c) shall enjoy the most favourable, legally available rate of exchange for its financial transactions.

*Article XII. Exemption from Taxes, Duties, Import or Export Restrictions*

The Office, its assets, funds and other property shall enjoy:

(a) Exemption from all direct and indirect taxes and levies, fees, tolls and duties; it being understood, however, that the Office shall not request exemption from taxes which are in fact no more than charges for public utility services rendered by the competent authorities or by a corporation under the laws and regulations of the Host Country at a fixed rate according to the amount of services rendered, and which can be specifically identified, described and itemized;

(b) Exemption from customs duties, charges and all other levies, as well as from limitations and restrictions on the import or export of materials imported or exported by the Office for its official use; it being understood that tax free imports cannot be sold in the Host Country except under conditions agreed to by the competent authorities;

(c) Exemption from all limitations and restrictions on the import or export of publications, still and moving pictures, films, tapes, diskettes and sound recordings imported, exported or published by the Office within the framework of its official activities.

*Article XIII. Participants in United Nations Meetings*

1. Representatives of Members of the United Nations invited to meetings, seminars, training courses, symposiums, workshops and similar activities organized by the Office and other related organizations shall, while exercising their functions, enjoy the privileges and immunities as set out in article IV of the General Convention.

2. The Government, in accordance with relevant United Nations principles and practices and the present Agreement, shall respect the complete freedom of expression

of all participants of meetings, seminars, training courses, symposiums, workshops and similar activities organized by the Office and other related organizations, to which the General Convention shall be applicable. All participants and persons performing functions in connection with the meetings, seminars, training courses, symposiums, workshops and similar activities organized by the Office and other related organizations shall enjoy such privileges, immunities and facilities as are necessary for the independent exercise of their participation and functions. In particular, all participants and persons performing services in connection with the meetings, seminars, training courses, symposiums, workshops and similar activities organised by the Office and other related organizations shall be immune from legal process in respect of words spoken and acts done in connection with such meetings, seminars, training courses, symposiums, workshops and similar activities.

*Article XIV. Officials of the Office*

1. Officials shall enjoy the following privileges, immunities and facilities in the Host Country:

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

(b) Immunity from personal arrest or detention and from seizure of their personal and official effects and baggage for acts performed in the discharge of their functions except in case of *flagrante delicto*, and in such cases the competent authorities shall immediately inform the Head of the Office of the arrest, detention or seizure;

(c) Exemption from taxation on the salaries and emoluments paid to them by the United Nations; exemption from taxation on all income and property, for themselves and for their spouses and dependent members of their families, in so far as such income derives from sources, or in so far as such property is located outside the Host Country;

(d) Exemption from any military service obligations or any other obligatory service in the Host Country;

(e) Exemption, for themselves and for their spouses and dependent members of their families, from immigration restrictions or alien registration procedures;

(f) Exemption for themselves for the purpose of official business from any restriction on movement and travel inside the Host Country and a similar exemption for themselves and for their spouses and dependent members of their families for recreation in accordance with arrangements agreed upon between the Head of Office and the competent authorities;

(g) In regard to foreign exchange, including holding accounts in foreign currencies, enjoyment of the same facilities as are accorded to members of diplomatic missions accredited to the Host Country;

(h) The same protection and repatriation facilities with respect to themselves, their spouses, and dependent members of their families as are accorded in time of international crisis to diplomatic envoys;

(i) The right to import for their personal use, free of duties, taxes (including value added and sales tax) and other levies, prohibitions and restrictions on imports:

- (i) Import free of custom and exercise duties limited quantities of certain articles intended for personal use or consumption and not for gift or sale;
  - (ii) Import a motor vehicle free of custom and excise duties, including value-added tax, in accordance with existing regulations of the United Arab Emirates applicable to members of diplomatic missions of comparable ranks. This right to import a motor vehicle is renewable every three years. A vehicle imported pursuant to this Agreement may be sold under conditions agreed with the Host Country.
- (j) Officials shall be entitled, on the termination of their functions in the United Arab Emirates, to export their furniture and personal effects, including motor vehicles, without duties and taxes.

2. Officials of United Arab Emirates nationality or with permanent residency status in the Host Country shall enjoy only those privileges and immunities provided for in Section 18 of the General Convention.

3. In accordance with the provisions of Section 17 of the General Convention, the competent authorities shall be periodically informed of the names of the officials assigned to the Office.

*Article XV. Head of the Office; Senior Officials*

1. Without prejudice to the provisions of the above article, the Head of the Office shall enjoy during his or her residence in the Host Country the privileges, immunities and facilities granted to heads of accredited foreign missions to the Host Country. Furthermore, without prejudice to the provisions of the above article, all officials assigned to the Office, having the rank of P/L-5 or above, shall be accorded the privileges, immunities and facilities granted to diplomatic staff at missions accredited to the Host Country. Their names shall be included in the diplomatic list.

2. The privileges, immunities and facilities referred to in paragraph 1 above shall also be accorded to a spouse and dependent members of the family of the officials concerned.

*Article XVI. Experts on Mission*

1. Experts, other than officials, on mission for the Office, shall be granted the privileges, immunities and facilities specified in articles VI and VII of the General Convention.

2. Experts on mission shall be granted exemption from taxation on the salaries and other emoluments paid to them by the Office, and may be accorded such additional privileges, immunities and facilities as maybe agreed upon between the Parties.

3. Experts on mission of United Arab Emirates nationality or with permanent residency status in the Host Country shall enjoy only those privileges and immunities that come within the scope of articles VI and VII of the General Convention.

*Article XVII. Persons Performing Services*

The Government shall grant all persons performing services for or on behalf of the Office the same privileges, immunities and facilities specified in article VI of the General Convention.



*Article XVIII. Locally-Recruited Personnel Assigned to Hourly Rates*

1. The terms and conditions of employment for persons recruited locally and assigned to hourly rates shall be in accordance with the relevant United Nations resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations.
2. Personnel recruited in the Host Country and assigned to hourly rates shall be accorded immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue to be accorded after termination of employment with the United Nations.

*Article XIX. Waiver of Immunity*

Privileges and immunities referred to in articles XIV through XVIII above are granted to the relevant personnel or experts on mission in the interest of the United Nations and not for their personal benefit. The right and the duty to waive the immunity of these persons, in any case where it will impede the course of justice can be waived without prejudice to the interests of the United Nations shall lie with the Secretary-General of the United Nations.

*Article XX. Entry into, Exit from, Movement and Sojourn within the Host Country*

1. All persons referred to in articles XIV, XV, XVI and, where applicable, XVII of this Agreement shall have the right of unimpeded entry into, exit from, sojourn and free movement within the Host Country. Visas, entry permits or licences, where required, shall be granted as promptly as possible and free of charge, provided that the host country shall be notified with the names of those persons.
2. All participants in meetings, seminars, training courses, symposiums, workshops and similar activities organized by the Office, shall have the right of unimpeded entry into, exit from, sojourn and free movement within the Host Country. Visas, entry permits or licences, where required, shall be granted as promptly as possible and free of charge. The provisions outlined in this paragraph do not exclude the right of the competent authorities of the Host Country to not accept entry of a particular individual if such objections are related to specific criminal matters or compelling security concerns of the Host Country.

*Article XXI. United Nations Laissez-Passer, Certificates and Visas*

1. The Government shall recognize and accept the United Nations *laissez-passer* issued to Officials as a valid travel document.
2. In accordance with the provisions of Section 26 of the General Convention, the competent authorities shall recognize and accept the United Nations certificate issued to experts and other persons travelling on the business of the United Nations.
3. All persons referred to in this Agreement shall be granted facilities for speedy travel. Visas, entry permits or licences, where required, shall be granted free of charge and as promptly as possible to the persons referred to in this Agreement, their dependents and other persons invited to the Office in connection with the official work and activities of the Office.
4. The Government further agrees to issue any required visas in the United Nations *laissez-passers* and certificates.

5. Similar facilities to those specified in paragraphs 3 and 4 above, shall be accorded to experts on mission and other persons who, though not the holders of United Nations *laissez-passer*, are confirmed by the Office as travelling on official business of the United Nations.

*Article XXII. Identification Cards*

1. At the request of the Head of the Office, the Government shall issue identification cards to all persons referred to in this Agreement certifying their status under this Agreement, and facilitate their access to the services that require carrying such cards.

2. Upon the demand of an authorized official of the competent authorities, persons referred to in paragraph 1 above shall be required to present, but not to surrender, their identification cards.

*Article XXIII. Flags, Emblem and Markings*

The Office shall be entitled to display the United Nations flag, logo, emblem and markings in the Office premises and on vehicles used for official purposes.

*Article XXIV. Social Security*

1. The United Nations Joint Pension Fund shall enjoy legal capacity in the Host Country and shall enjoy the same exemptions, privileges and immunities as the United Nations itself. Benefits received from the Pension Fund shall be exempt from taxation.

2. The United Nations and the Government agree that, owing to the fact that officials of the United Nations are subject to the United Nations Staff Regulations and Rules, including article VI thereof, which establish a comprehensive social security scheme, the United Nations and its officials, irrespective of nationality, shall be exempt from the laws of the Host Country on mandatory coverage and compulsory contributions to the social security schemes of the United Arab Emirates during their appointment with the United Nations.

3. The provisions of paragraph 1 above shall apply *mutatis mutandis* to the members of families forming part of the household of persons referred to in paragraph 1 above, unless they are employed or self-employed in the Host Country or receive social security benefits from the Host Country.

*Article XXV. Access to the Labour Market for Family Members and Issuance of Visas and Residence Permits to Household Employees*

1. The competent authorities, based on a written agreement with the Office, shall grant working permits for spouses of officials assigned to the Office.

2. The competent authorities shall issue visas and residence permits and any other documents, where required, to household employees of officials assigned to the Office as speedily as possible.

3. The Government shall assist officials, experts on mission and persons performing services assigned to the Office, as far as possible, in obtaining premises for use as residences.

*Article XXVI. Cooperation with the Competent Authorities*

1. Without prejudice to the privileges and immunities accorded by this Agreement, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of the Host Country, and not to interfere in the internal affairs of the Host Country.

2. Without prejudice to the privileges and immunities referred to in this Agreement, the United Nations shall cooperate at all times with the competent authorities to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuse in connection with the facilities, privileges and immunities accorded to persons referred to in the present Agreement.

*Article XXVII. Government Contribution*

The Government shall provide, without cost and in agreement with UN-Women for as long as is required, such areas for offices or other premises as may be necessary for the operations and activities of UN-Women in the United Arab Emirates. The terms and conditions relating to the occupancy and use of premises shall be not less favourable than those accorded by the Government to other United Nations Offices in the United Arab Emirates. The Government shall also assist UN-Women in the installation and supply of, and provide to UN-Women free of charge or if not possible at the most favourable rate, utility services including but not limited to, water, electricity and sewerage, communications, fire protection services, security and other services for the Liaison Office, as may be requested by UN-Women. The Government shall also contribute for as long as is required to the costs of operating and maintaining the Liaison Office, as agreed upon by both parties in supplemental Agreements concluded further to article XXVIII of this Agreement.

*Article XXVIII. Supplemental Agreements*

1. Arrangements of an administrative and financial nature concerning the Office may be made by supplemental agreements, as appropriate.

2. The Parties may enter into any other supplemental agreements as the Parties may deem appropriate.

*Article XXIX. Settlement of Disputes*

1. The United Nations shall make provisions for appropriate methods of settlement of:

(a) Disputes arising out of contracts and disputes of a private law character to which the Office is a party; and in consultation with the Government;

(b) Disputes involving an official of the Office who, by reason of his or her official position, enjoys immunity, if such immunity has not been waived.

2. Any dispute between the Parties arising out of, or relating to this Agreement, which is not settled by negotiation or another agreed mode of settlement, shall, at the request of either Party, be submitted to an arbitral Tribunal of three arbitrators. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairperson of the Tribunal. If, within thirty days of the request for arbitration, a Party has not appointed an arbitrator, or if, within fifteen days of the appointment

of two arbitrators, the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint the arbitrator referred to. The Tribunal shall determine its own procedures, provided that any two arbitrators shall constitute a quorum for all purposes, and all decisions shall require the agreement of any two arbitrators. The expenses of the Tribunal shall be borne by the Parties as assessed by the Tribunal. The arbitral award shall contain a statement of the reasons on which it is based and shall be final and binding on the Parties.

*Article XXX. Final Provisions*

1. It is the understanding of the Parties that if the Host Country enters into any agreement with an intergovernmental organization containing terms and conditions more favourable than those extended to the Office under the present Agreement, such terms and conditions shall be extended to the Office at its request, by means of a supplemental agreement.

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

3. The Agreement may be terminated by either Party by written notice to the other. Upon receipt of such notice UN-Women shall take the necessary steps to ensure that the activities carried out under the Agreement are brought to a prompt and orderly conclusion and shall not engage in new activities.

4. The Agreement shall remain in force for a six-month period for the purposes of fulfilment or termination of all obligations entered into by virtue of this Agreement.

5. This Agreement shall be subject to the signature of both Parties. It shall enter into force on the date of the last signature thereof.

*In witness whereof*, the undersigned, duly appointed representatives of the Parties, have signed the present Agreement at New York, New York, USA, on the 15th of July 2016, in two originals each in the English and Arabic languages, all texts being equally authentic. In case of any divergence between the texts, the English text shall prevail.

For UN-Women

For the United Arab Emirates

[Signed] Ms. LAKSHMI PURI  
Deputy Executive Director and  
Assistant Secretary-General

[Signed] DR. ABDULRAHIM ALAWADI  
Assistant Foreign and International  
Cooperation Minister for Legal Affairs

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

**1. Convention on the Privileges and Immunities of the  
Specialized Agencies\***

In 2016, no State acceded to the Convention. As at 31 December 2016, there were 127 States parties to the Convention.\*\*

**2. International Labour Organization**

On 7 November 2016, an agreement for extension of the “Supplementary Understanding and its Minutes of the Meeting dated 26 February 2007, to 31 December 2017” was concluded and entered into force with the Government of Myanmar. This agreement extends the Supplementary Understanding relating to the role of the Liaison Officer with respect to forced labour complaints channelled through him/her.\*\*\*

**3. Food and Agriculture Organization**

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

The legal status, privileges and immunities enjoyed by FAO representations, regional, country and liaison offices, their personnel and assets are set out in agreements concluded with the host States. In 2016, agreements concerning the establishment of FAO representations were concluded with Afghanistan on 5 September 2016 and Tajikistan on 6 May 2016, both superseding earlier agreements. The Organization also concluded an agreement with the Republic of Côte d’Ivoire on 8 April 2016 for the establishment of an FAO Partnership and Liaison Office, as well as with the Lebanese Republic on 13 August 2016 for the establishment of an FAO sub-regional Office for the Mashreq countries.

**(b) Agreements for hosting meetings of FAO Bodies**

For the purpose of holding international conferences and meetings of FAO bodies outside FAO Headquarters and premises, FAO normally concludes agreements specifying the privileges and immunities and other facilities that the Organization and participants (delegations and observers) will enjoy for the purpose of the meeting. These agreements

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

\*\* For the list of the States parties to the Convention, see *Multilateral Treaties Deposited with the Secretary-General*, available on the website of the Treaty Section of the United Nations Office of Legal Affairs: <http://treaties.un.org>.

\*\*\* [http://www.ilo.org/dyn/legprot/en/f?p=2200:10002:3979321366692::NO:10002:P10002\\_COUNTRY\\_ID:103159:NO](http://www.ilo.org/dyn/legprot/en/f?p=2200:10002:3979321366692::NO:10002:P10002_COUNTRY_ID:103159:NO).

are based on a standard Memorandum of Responsibilities.\* In 2016, Memoranda of Responsibilities were concluded with Australia, the Republic of Chile, the French Republic, the Federal Republic of Germany, the Republic of India, the Republic of Kazakhstan, the Republic of Kenya, the Republic of Malta, the Kingdom of Morocco, the Kingdom of the Netherlands, the Islamic Republic of Pakistan, the Portuguese Republic, the Republic of Senegal, the Republic of Uganda and the Republic of Vanuatu.

### (c) Agreements concerning FAO technical assistance activities

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

The application of fiscal exemptions to technical assistance activities were a matter of particular attention in 2016. For example, in 2016, the FAO received a request for payment of custom duties in respect of equipment shipped to a Member Nation within the framework of a technical assistance project. In this case, the FAO confirmed its view that the privileges and immunities it enjoys under the FAO Constitution, the 1947 Convention on Privileges and Immunities of the Specialized Agencies, as well as the host country agreement with the Member State concerned, apply to all official activities carried out by the Organization, including its technical assistance activities which represent official functions of the Organization as reflected in article I of the FAO Constitution. The FAO recalled that, pursuant to Section 9 of the 1947 Convention on Privileges and Immunities of the Specialized Agencies, specialized agencies are exempt “from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the specialized agencies for their official use”.

### (d) Employment-related matters

During 2016, staff and non-staff personnel of the FAO submitted a number of applications to national judicial authorities and ministries of foreign affairs concerning employment-related matters. Many of these applications challenged the non-renewal of fixed-term appointments and/or requested the payment of benefits, including social security benefits, on the basis of national legislation. The participation of the FAO in national social security schemes was also requested by some national authorities.

The FAO’s position regarding these matters remained in accordance with the established position of the UN System. The FAO recalled its immunity from every form of legal process. In some cases, where a Member had referred to the Vienna Convention on Diplomatic Relations, the FAO clarified the non-applicability of that Convention to the

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

Organization, highlighting that the immunity of international organizations is to be differentiated from the immunity enjoyed by sovereign States, and that absolute immunity from legal process applies to UN System organizations in respect of all types of disputes, including those related to employment. The FAO also recalled the established diplomatic practice by which ministries of foreign affairs would intervene, when necessary, before domestic courts and other fora to confirm the FAO's immunity from jurisdiction. In these cases, the FAO also recalled the international character of the employment relationship between the Organization and its staff deriving from the FAO Constitution, and confirmed the non-applicability to the Organization of any national labour laws, including with regard to locally recruited personnel, except as may otherwise be specified in their contracts of employment.

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

For the purpose of holding international conferences on the territory of Member States, 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 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.”



## 5. International Civil Aviation Organization

### Supplementary Agreement between the International Civil Aviation Organization and the Government of Canada regarding the headquarters of the International Civil Aviation Organization. Montreal, 27 May 2013\*

THE GOVERNMENT OF CANADA AND THE INTERNATIONAL CIVIL AVIATION ORGANIZATION (the “Parties”),

CONSIDERING the Government of Canada’s obligations as Host State to the International Civil Aviation Organization (the “Organization”);

CONSIDERING the Headquarters Agreement between the Government of Canada and the International Civil Aviation Organization, done at Calgary and Montreal on 4 and 9 October 1990 (the “Headquarters Agreement”);

CONSIDERING that the Government of Canada has the intention to exercise on or before 1 December 2015, the option to purchase on 30 November 2016, an immovable known as “*La Maison de l’OACI*” (the “Immovable”), composed of a building located at 999 University Street, Montreal, Quebec, Canada (the “Building”) and of the lands on which the Building is erected, under the terms of the lease between the Government of Canada and the owner of the Immovable, a copy of which was published at the Land Registry Office of the registration division of Montreal, under the number 4789527;

CONSIDERING the necessity to replace the Supplementary Agreement between the Government of Canada and the International Civil Aviation Organization regarding the Headquarters of the International Civil Aviation Organization, done at Montreal on 28 May 1999 (the “1999 Supplementary Agreement”) with a new Supplementary Agreement and its annexes (the “Supplementary Agreement”) in order to reflect the relationship between the Government of Canada, as owner of the Immovable, and the Organization, as occupant of the Immovable;

CONSIDERING that the Immovable will continue to constitute the headquarters premises (the “Headquarters”) of the Organization;

CONSIDERING the contributions made by the Parties in the context of the 1999 Supplementary Agreement;

HAVE AGREED as follows:

#### *Article I. Ownership and Occupancy of the Immovable*

1. The Organization accepts that the Government of Canada shall be the sole owner of the Immovable and expressly renounces any right belonging to or stipulated in favour of the Organization pursuant to article VII of the 1999 Supplementary Agreement.

2. The Government of Canada permits the Organization to occupy the Immovable, for a period of twenty (20) years, commencing on 1 December 2016 and terminating on 30 November 2036 (the “Occupancy Period”), for the sole purpose of providing reasonable and adequate space for the Headquarters of the Organization, without cost except as explicitly provided for in this Supplementary Agreement.

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\* Entry into force provisionally on 23 October 2013 by notification and definitively on 1 December 2016, in accordance with article VIII. United Nations registration no. A-28718. The texts of the annexes are not reproduced herein.

3. The Organization shall occupy the Immovable for the duration of the Occupancy Period for the sole purpose of its Headquarters. The Organization shall use and occupy the Immovable in accordance with its mandate and the provisions of this Supplementary Agreement.

*Article II. Obligations of the Government of Canada and of the Organization*

1. Subject to the relevant provisions of the Headquarters Agreement, the rights and obligations of the Government of Canada as owner of the Immovable towards the Organization, and the rights and obligations of the Organization as occupant of the Immovable towards the Government of Canada, shall be governed by this Supplementary Agreement.

2. The Government of Canada shall, for the duration of the Occupancy Period, pay the costs of a capital nature related to the Immovable.

3. The Government of Canada shall, for the duration of the Occupancy Period, make the payments in lieu of taxes related to the Immovable in accordance with the Payments in Lieu of Taxes Act (R.S.C. 1985, c. M-13) and pay the Maintenance and Operating Costs related to the Immovable as defined in paragraph 1 of Annex II of this Supplementary Agreement. The Maintenance and Operating Costs related to the Immovable do not include costs of a capital nature related to the Immovable.

4. The Organization shall, for the duration of the Occupancy Period, reimburse the Government of Canada, on an annual basis, a sum equal to twenty per cent (20%) of the Maintenance and Operating Costs related to the Immovable pursuant to Annex II of this Supplementary Agreement, in a manner decided by the Parties.

5. The Government of Canada and the Organization shall take all reasonable measures to ensure that the Maintenance and Operating Costs related to the Immovable are kept as low as possible, including through the use of competitive bidding where appropriate.

6. The Government of Canada shall provide the Organization with a detailed financial breakdown of the costs of the items listed in Annex II, on an annual basis, in a format decided by the Parties. The Government of Canada shall also provide the Organization with a copy of its annual external audit report when it becomes available, as well as provide access to any relevant supporting documents at the request of the Organization.

7. The Government of Canada shall self-insure and underwrite its own risks and losses as concerns the Immovable.

8. The Organization shall subscribe to and maintain in force throughout the Occupancy Period, at its expense, comprehensive all-risk property insurance for contents belonging to the Organization and civil liability insurance as specified in Annex IV.

9. No Party shall be responsible towards the other Party with respect to a risk which is the responsibility of such other Party to insure or self-insure.

10. The Organization shall pay all costs and expenses related to the modification, alteration, improvement or redevelopment of the interior space of the Immovable carried out in accordance with paragraph 4 of Annex I of this Supplementary Agreement.

11. Without prejudice to any other provision of this Supplementary Agreement, the Government of Canada shall, on a one-time basis, make available additional funds for the redevelopment of the interior space of the Building. These funds will total up to one million four hundred thousand Canadian dollars (CAD\$1,400,000) per annum for five (5)

consecutive years, starting in 2017, for a total of up to seven million Canadian dollars (CAD\$7,000,000).

12. The nature of these redevelopment works shall be determined in consultation between the Parties prior to the commencement of the work and shall be undertaken in accordance with the relevant provisions of this Supplementary Agreement, except as otherwise decided by the Parties.

#### *Article III. Governance*

1. The Parties shall establish a Property Management Committee (the “Committee”).
2. The Committee shall be composed of representatives of each Party. The Committee may invite other participants to join in its deliberations as appropriate.
3. The purpose of the Committee is to consult on operational matters referred to in Annexes I, II, III and IV of this Supplementary Agreement, works of a capital nature, as well as on any other matter relating to the safe operation and sound management of the Immovable which the representatives of either Party may present to the Committee.

#### *Article IV. Space Allocated to Representatives and Others*

1. Subject to the relevant provisions of this Supplementary Agreement, the Organization shall have the right to:
  - (a) provide office space in the Building for occupancy by Representatives of the Member States on the Council of the Organization;
  - (b) provide office space in the Building for occupancy by Representatives of such other Member States of the Organization and by Representatives of other international organizations which are accredited to the Organization, to the extent that such occupancy does not compromise the needs of the Organization for accommodation of the bodies of the Organization, its Secretariat and its personnel;
  - (c) provide parking space in the Building to its personnel, to the Representatives mentioned in paragraphs 1(a) and 1(b), and to such other persons as required by the official activities of the Organization;
  - (d) make available, for the purpose of holding meetings, conference facilities of the Building to:
    - (i) other United Nations (the “UN”) bodies or agencies, and intergovernmental and non-governmental organizations identified on the Organization’s List of International Organizations That May Be Invited to Attend Suitable ICAO Meetings, as may be amended from time to time by the Organization, and recognized for the purpose of this Article by an exchange of diplomatic notes between the Parties confirming any amendments. Any charge related to this use shall be retained by the Organization and any expenses related to this use shall be borne by the Organization. The Organization shall inform the Government of Canada in writing of its decision to make available the conference facilities in the manner provided herein, as soon as possible prior to the date scheduled for the holding of the meeting by those bodies, agencies and organizations;

- (ii) other bodies, agencies or organizations not included in paragraph 1(d)(i), subject to obtaining, as soon as possible in advance of the date scheduled for the holding of the meeting by those bodies, agencies and organizations, the prior express written consent of the Government of Canada, which shall not be unreasonably withheld. Any charge related to this use shall be retained by the Organization and any expenses related to this use shall be borne by the Organization.
- (e) collect and retain a reasonable charge for the use and occupancy of the spaces and the facilities referred to in paragraphs 1(a) to (d).
2. Notwithstanding paragraph 1(e), the Organization shall establish the charges for conference facilities provided to UN bodies or agencies at a preferential rate in comparison to the charge for conference facilities provided to other entities.
  3. The Parties understand that no consular activities shall be carried out in the Building.
  4. The Organization shall provide to the Government of Canada, without cost, office space in the Building as reasonably required for occupancy by Representatives of Canada to the Organization, as well as by other representatives of the Government of Canada for the purpose of operation and management of the Building. The Organization shall also provide to the Government of Canada, without cost, a total of two (2) parking spaces in the Building.
  5. The Organization confirms that the Government of Canada may use the conference facilities of the Building for its official purposes, without cost, if these facilities are available and the use by the Government of Canada does not conflict with the reasonable needs of the Organization, as assessed by the Organization following consultation between the Parties as described in Article III of this Supplementary Agreement. The Government of Canada shall be responsible for any incremental administrative costs resulting from this use.
  6. For the purpose of the activities referred to in paragraph 1(d), when facilities are made available to organizations or individuals who do not enjoy privileges and immunities in Canada comparable to those enjoyed by the Organization, the Organization is deemed to be involved in commercial activities and to have renounced, with respect to such activities, the immunities referred to in Articles 3 and 4 of the Headquarters Agreement. However, when the Organization makes available conference facilities to intergovernmental organizations working in the field of civil aviation as defined in paragraph 1(d)(i), to meet in the context of the Council or Assembly of the Organization, the use of conference facilities will be considered related to the work of the Organization.
  7. The Organization shall provide to the Committee described in Article III of this Supplementary Agreement, on an annual basis, a detailed information report regarding the use and occupancy of the Immovable and the activities referred to in paragraph 1, including an itemized statement of any fees collected in relation to those activities.

#### *Article V. Security*

In consultation with the Government of Canada, the Organization shall provide in the Building internal security measures required by the nature, function and operations of the Organization. The administrative management of these internal security measures shall be the responsibility of the Organization. The cost of these internal security measures shall also be the responsibility of the Organization, except as otherwise decided by the Parties.

*Article VI. Settlement of Disputes*

Any dispute between the Government of Canada and the Organization concerning the interpretation or application of this Supplementary Agreement shall be resolved through consultations between the Parties. A dispute which remains unresolved despite consultations between the Parties can be settled in accordance with Article 32 of the Headquarters Agreement.

*Article VII. Court Actions*

1. Without prejudice to the privileges and immunities of the Organization referred to in the Headquarters Agreement, the Government of Canada reserves its right to refer any cause of action *vis-a-vis* a third party and related to the Immovable, to the competent courts of Canada.

2. The Organization shall, in such circumstances, facilitate the proper administration of justice and assist the Government of Canada by providing all relevant evidence.

*Article VIII. Final Clauses*

1. The Annexes attached to this Supplementary Agreement shall form an integral part of this Supplementary Agreement.

2. This Supplementary Agreement does not affect any of the provisions of the Headquarters Agreement.

3. This Supplementary Agreement may be amended in writing at the request of either the Government of Canada or the Organization, subject to mutual consultation and mutual consent concerning any amendments. The Government of Canada and the Organization may conclude additional written supplementary agreements amending the provisions of this Supplementary Agreement so far as this is deemed desirable.

4. This Supplementary Agreement shall enter into force on the date of the last diplomatic note by which the Parties have notified each other that all necessary internal procedures for its entry into force have been completed but shall not take effect until 1 December 2016. Amendments shall enter into force in the same manner.

5. This Supplementary Agreement shall remain in force for the duration of the Occupancy Period.

6. Any benefit, right or advantage provided to the Organization under this Supplementary Agreement shall be for the Organization's sole and exclusive use and enjoyment, and shall not be transferred or assigned.

7. This Supplementary Agreement shall supersede the 1999 Supplementary Agreement.

*In witness whereof* the respective Representatives of the Parties, being duly authorized thereto, have signed this Supplementary Agreement.

*Done* in duplicate at Montreal on the 27th day of May 2013, in the English and French languages, both texts being equally authentic.

[Signed]

[Signed]

For the Government of Canada

For the International Civil  
Aviation Organization

## 6. International Fund for Agricultural Development

On 25 August 2016, the International Fund for Agricultural Development entered into a host country agreement with Haiti. Entry into force of the agreement is pending ratification by the Member State.

## 7. United Nations Industrial Development Organization

### (a) Memorandum of understanding between UNIDO and Ulsan Metropolitan city on the convening of the fourth Green Industry Conference in Ulsan, the Republic of Korea, signed on 22 and 27 April 2016\* and the letter from the Republic of Korea concerning the regulation of the privileges and immunities during the Conference

#### “Organization of the Conference

3. The privileges and immunities of UNIDO, its officials, experts and all other participants to the Conference will be regulated in a separate instrument with the Government of Republic of Korea.

[...]

Letter dated 27 May 2016 from the Republic of Korea concerning the regulation of the privileges and immunities during the Conference:

[...]

With reference to the Conference, I have the honour to confirm you, Excellency, that the Republic of Korea undertakes to apply, in all matters relating to the Meeting, the provisions of the 1947 Convention on the Privileges and Immunities of the Specialized Agencies, to which the Republic of Korea is a party, as well as in accordance with customary international law.

In addition, all persons designated by the UN and the Local Committee of this Conference to perform functions in connection with the Conference, other than those who are covered by the 1947 Convention on the Privileges and Immunities of the Specialized Agencies, will be granted necessary facilities for the independent exercise of their functions in connection with the meeting subject to the laws and regulations of Korea.”

### (b) Agreement between UNIDO and the World Bank regarding the Standard Form of Agreement for Technical Assistance by UNIDO, signed on 7 June 2016\*\*

#### “Agreement for Provision of Technical Assistance

#### Form of Agreement

6. This Agreement shall be interpreted in a manner that ensures it is consistent with the provisions of the Basic Agreement and the provisions of the 1947 Convention on the

\* Entered into force on 27 April 2016.

\*\* Entered into force on 7 June 2016.

Privileges and Immunities of the Specialized Agencies, provided, however, that if [name of country] has not acceded to said Convention in respect of UNIDO, the Government agrees to apply to UNIDO the provisions of the 1946 Convention on the Privileges and Immunities of the United Nations.

7. Nothing contained in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UN Partner, under the General Convention, the Basic Agreement, the 1947 Convention on the Privileges and Immunities of the Specialized Agencies or otherwise.”

**(c) Trust Fund agreement between UNIDO and the Government of Australia regarding the implementation of a project entitled “Private Financing Advisory Network”, signed on 4 November 2016\***

“Annex A—Project document

8. Legal context

It is expected that each set of activities to be implemented in the target countries will be governed by the provisions of the Standard Basic Cooperation Agreement concluded between the Government of the recipient country concerned and UNIDO or—in the absence of such an agreement—by one of the following: (i) the Standard Basic Assistance Agreement concluded between the recipient country and UNDP, (ii) the Technical Assistance Agreements concluded between the recipient country and the United Nations and specialized agencies, or (iii) the Basic Terms and Conditions Governing UNIDO Projects.”

**(d) Memorandum of understanding between UNIDO and the Ministry of Foreign Affairs and International Cooperation of the Republic of Italy regarding the implementation of a project entitled “Phase 2 (extension) of the technical assistance project for the up-grading of the Ethiopian leather and leather products industry”, signed on 23 November 2016\*\***

“Article XII

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

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\* Entered into force on 4 November 2016.

\*\* Entered into force on 23 November 2016.



(e) Program contribution agreement between UNIDO and the United States Agency for International Development (USAID), United States of America regarding the implementation of a project entitled “Tackling unemployment in Tunisia”, signed on 30 September and 3 October 2016\*

“Attachment 3—Mandatory Standard Provisions

II. Required as applicable Standard Provisions for Cost-Type Awards to Public International Organizations (PIOs)

1. Reporting of Foreign Taxes (UN) (April 2011)

The recipient is not subject to taxation of activities implemented under the award based on its privileges and immunities as a public international organization (PIO). However, should it be obligated to pay value-added taxes or customs duties related to the award, the recipient must notify the USAID Agreement Officer’s Representative (AOR).”

## 8. Organization for the Prohibition of Chemical Weapons

In 2016, the Agreement between the Organization for the Prohibition of Chemical Weapons and Hungary on the Privileges and Immunities of the OPCW entered into force on 25 May 2016.\*\*

## 9. International Criminal Court

### (a) Rome Statute of the International Criminal Court\*\*\*

On 3 March 2016, El Salvador acceded to the Rome Statute of the International Criminal Court (“Rome Statute”).

### (b) Ratification/Acceptance of amendments to the Rome Statute

#### (i) Amendment to article 8 of the Rome Statute

Chile, El Salvador and the former Yugoslav Republic of Macedonia ratified the amendment to article 8 of the Rome Statute on 23 September, 3 March and 1 March 2016, respectively.\*\*\*\* The Netherlands accepted the amendment to article 8 of the Rome Statute on 23 September 2016.\*\*\*\*\*

\* Entered into force on 30 September 2016.

\*\* The text of the agreement is not reproduced in this volume. For more information, see <https://www.opcw.org/resources/opcw-agreements>.

\*\*\* United Nations, *Treaty Series*, vol. 2187, p. 3.

\*\*\*\* The amendment entered into force in accordance with article 121(5) of the Rome Statute on 26 September 2012.

\*\*\*\*\* United Nations, *Treaty Series*, vol. 2868, p. 195.

(ii) *Amendments on the crime of aggression to the Rome Statute of the International Criminal Court*

Chile, El Salvador, Iceland, Palestine and the former Yugoslav Republic of Macedonia ratified the amendments to the Rome Statute on the crime of aggression on 23 September, 3 March, 17 and 26 June and 1 March 2016, respectively. The Netherlands accepted the amendments on the crime of aggression to the Rome Statute on 23 September 2016.\*

(iii) *Amendment to article 124 of the Rome Statute*

Finland, Norway and Slovakia ratified the amendment to article 124 of the Rome Statute on 23 September, 1 July and 28 October 2016, respectively.\*\*

**(c) Agreement on the Privileges and Immunities of the ICC**

On 8 April 2016, Samoa acceded to the Agreement on the Privileges and Immunities of the International Criminal Court.\*\*\*

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\* United Nations, *Treaty Series*, vol. 2922, p.199.

\*\* In accordance with article 121(4) of the Rome Statute, the amendment has not yet entered into force.

\*\*\* United Nations, *Treaty Series*, vol. 2271, p. 3.