

*Extract from:*

# UNITED NATIONS JURIDICAL YEARBOOK

2017

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 2017, no State acceded to the Convention. As at 31 December 2017, there were 162 States parties to the Convention.\*\*

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

###### (a) Agreement between the United Nations and the Government of the Republic of Benin concerning the status of the United Nations Multidimensional Integrated Stabilization Mission in Mali (MINUSMA) in the territory of the Republic of Benin. Cotonou, 8 February 2017\*\*\*\*

###### I. PREAMBLE

The United Nations, acting through the United Nations Multidimensional Integrated Stabilization Mission in Mali (“MINUSMA”), and the Government of Benin (“the Government”), hereinafter referred to jointly as “the Parties” and individually as “the Party”,

Recalling Article 105 of the Charter of the United Nations, in particular paragraphs 1 and 2 thereof, pursuant to which “the Organization shall enjoy in the territory of each of its Members such privileges and immunities as are necessary for the fulfilment of its purposes” and “representatives of the Members of the United Nations and officials of the

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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 8 February 2017 by signature, in accordance with paragraph 57. United Nations registration no. I-54305.

Organization shall similarly enjoy such privileges and immunities as are necessary for the independent exercise of their functions in connection with the Organization”,

Considering the Convention on the Privileges and Immunities of the United Nations (“the Convention”), adopted by the General Assembly in its resolution 22 (I) of 13 February 1946, to which the Republic of Benin is a party,

Considering Security Council resolution 2100 (2013) of 25 April 2013, establishing MINUSMA, and the subsequent Security Council resolutions concerning MINUSMA and the situation in Mali, in particular paragraph 20 of resolution 2100 (2013), and paragraph 33 of resolution 2295 (2016) whereby the Security Council:

“Calls upon Member States, especially those in the region, to ensure the free, unhindered and expeditious movement to and from Mali of all personnel, as well as equipment, provisions, supplies and other goods, which are for the exclusive and official use of MINUSMA, in order to facilitate the timely and cost-effective delivery of the logistical supply of MINUSMA, and in this regard, requests the Secretary-General to take all necessary measures to facilitate the logistical supply of MINUSMA and to consolidate supply routes, including through using alternative routes and relocating MINUSMA’s logistics hubs”,

Considering that, following consultations between MINUSMA and the Beninese authorities during a mission to Cotonou conducted by the Director of Mission Support of MINUSMA from 19 to 27 August 2015, the Government of the Republic of Benin stands ready to provide the assistance required by the United Nations for the establishment of a new supply route for MINUSMA from the port of Cotonou,

Desiring to establish the legal framework for the activities of MINUSMA in the territory of Benin in order to facilitate the transit of personnel, goods and equipment required by MINUSMA for its operational activities in Mali,

Have agreed as follows:

## II. DEFINITIONS AND CLASSIFICATION

### 1. For the purposes of the present Agreement:

(a) “MINUSMA” means the United Nations Multidimensional Integrated Stabilization Mission in Mali, established by Security Council resolution 2100 (2013) of 25 April 2013. MINUSMA comprises:

- (i) The “Special Representative” appointed by the Secretary-General of the United Nations. Except in paragraph 7 (a), “Special Representative” in the present Agreement also means any member of MINUSMA who has been delegated functions or authority by the holder of that title. This term also means, including in paragraph 7 (a), any member of MINUSMA appointed acting head of MINUSMA by the Secretary-General as a result of the death, resignation or incapacity of the Special Representative;
- (ii) A “civilian component” consisting of United Nations officials and of other persons assigned by the Secretary-General to assist the Special Representative or made available by participating States to serve as part of MINUSMA;
- (iii) A “military component” consisting of military and civilian personnel made available to MINUSMA by participating States at the request of the Secretary-General;

(b) “Member of MINUSMA” means the Special Representative of the Secretary-General and any member of the civilian components (including the police component) or military component of MINUSMA, including consultants and experts on mission and personnel made available collectively by contributing States;

(c) “Government” means the Government of the Republic of Benin;

(d) “Territory” means the territory of Benin, including its airspace;

(e) “Participating State” means a State providing personnel, services, equipment, provisions, supplies, materials and other goods, including spare parts and means of transport, to any of the above-mentioned components of MINUSMA;

(f) “Convention” means the Convention on the Privileges and Immunities of the United Nations adopted by the United Nations General Assembly on 13 February 1946, to which Benin is a party;

(g) “Contractors” means natural or legal persons, other than members of MINUSMA, and their employees and subcontractors engaged by the United Nations to perform services and/or to supply equipment, provisions, supplies, materials and other goods, including spare parts and means of transport, in support of MINUSMA activities, provided that these contractors are not considered third-party beneficiaries of the present Agreement;

(h) “Vehicles” means civilian and military vehicles in use by the United Nations and operated by members of MINUSMA, participating States or contractors in support of MINUSMA activities;

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

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

### III. PURPOSE AND SCOPE OF THE PRESENT AGREEMENT

2. The present Agreement sets out the legal framework for the activities of MINUSMA and its members and contractors in the territory of Benin and establishes their status and the rights, privileges and immunities of MINUSMA and its members, as well as the facilities granted to MINUSMA specifically for the benefit of its contractors in the performance of the services that they have been engaged to perform exclusively for MINUSMA.

3. Unless specifically provided otherwise, the provisions of the present Agreement, any obligation undertaken by the Government and any privilege, immunity, facility or concession granted to MINUSMA or any of its members or contractors shall apply only in Benin.

### IV. APPLICATION OF THE CONVENTION AND THE STATUS OF MINUSMA AND ITS MEMBERS

4. MINUSMA, as a subsidiary organ of the United Nations whose activities and mandate are aligned with the principles of peace and security of the United Nations, and its property, funds and assets, as well as its members, shall enjoy the rights, privileges,

immunities, exemptions and facilities mentioned in the present Agreement and those provided for in the Convention.

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

6. The Government undertakes to respect the exclusively international status of MINUSMA.

7. In particular, the Government shall grant:

(a) The Special Representative, the Deputy Special Representatives, the Force Commander and the Police Commissioner of MINUSMA, together with such high-ranking members of the Special Representative's staff as may be agreed upon with the Government, the status specified in sections 19 and 27 of the Convention, inasmuch as the privileges and immunities therein referred to are those accorded to diplomatic envoys under international law;

(b) Officials of the United Nations assigned to the civilian component of MINUSMA and made available to it, as well as United Nations Volunteers assimilated thereto, the privileges and immunities set out in articles V and VII of the Convention;

(c) Locally recruited personnel of MINUSMA the immunities pertaining to acts performed by them in their official capacity, exemption from taxation and immunity from national service obligations provided for in article V, section 18, paragraphs (a), (b) and (c), of the Convention;

(d) Other personnel participating in missions for MINUSMA, including military observers, military liaison officers and military advisers, members of the United Nations Civilian Police, including members of formed police units, and civilian personnel who are not United Nations officials, the privileges, immunities, exemptions and facilities accorded to experts on mission for the United Nations under articles VI and VII of the Convention;

(e) Military personnel of national contingents serving in the military component of MINUSMA immunity from legal process of every kind in respect of any criminal offence that they might commit in Mali or Benin. The personnel concerned shall be subject to the exclusive jurisdiction of the contributing States of which they are nationals in connection with such offences.

8. Immunity from legal process in respect of words spoken or written and all acts performed by members of MINUSMA in their official capacity, including locally recruited personnel, shall continue even after they cease to be members of or employed by MINUSMA and after the expiration of the other provisions of the present Agreement.

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

10. MINUSMA 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. They shall respect all laws and regulations of the host country, including those concerning traffic, security, public order and public decency, as well as contract and labour laws in respect of persons hired by members of MINUSMA privately, outside the scope of their duties for MINUSMA, in Benin. They shall attempt, by means of

appropriate legal mechanisms, to find appropriate solutions to settle disputes of a private law character with third parties in Benin. The Special Representative shall take all appropriate measures to ensure respect for those obligations, as well as the maintenance of good order and discipline among members of MINUSMA and among locally recruited personnel.

#### V. ENTRY, RESIDENCE IN BENIN AND DEPARTURE FROM THE TERRITORY

11. The Government shall grant MINUSMA, its members and its contractors full and complete freedom to enter, reside in and depart freely and unhindered from the Republic of Benin. The same shall apply with regard to their materials, provisions, supplies, equipment and other goods, including spare parts and land vehicles, vessels and aircraft.

12. The Government shall grant special facilities for the speedy processing of formalities for the entry into and departure from the territory of Benin by all members of MINUSMA, including the military component.

13. For that purpose, the Special Representative and members of MINUSMA shall be exempt from passport and visa regulations, immigration inspection and restrictions and the payment of all duties and fees on entering into or departing from the territory of Benin. They shall, however, complete arrival and departure cards. They shall also be exempt from any regulations governing the residence of aliens in the Republic of Benin, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in the Republic of Benin. For the purpose of such entry to the Republic of Benin or departure from the country, the appropriate authorities of Benin shall only require members of MINUSMA to have:

- (i) An individual or collective movement order issued by or under the authority of the Special Representative or any appropriate authority of a participating State; and
- (ii) a personal identity card, bearing a number and the name and photograph of the holder, issued by the Special Representative (hereinafter “MINUSMA identity card”), except upon first entry, when a United Nations *laissez-passer*, national passport or personal identity card issued by the United Nations or the appropriate authorities of a participating State shall be accepted in lieu of a MINUSMA identity card.

14. The Government shall issue promptly, free of charge and without any restrictions, all necessary visas, permits, authorizations and licences to contractors within three days of the submission of a request.

#### VI. TRAVEL, MEANS OF TRANSPORT, PERMITS AND AUTHORIZATIONS

15. The Government shall guarantee full and complete freedom of movement throughout the country for members and contractors of MINUSMA, together with their goods, materials, provisions, supplies, equipment and other goods, including spare parts and means of transport.

16. Aircraft of MINUSMA shall respect security regulations that have been published and specifically communicated to MINUSMA by the civil aviation authority of the Republic of Benin.

17. The Government shall supply MINUSMA with the information necessary to facilitate its movements and ensure the security of its members and contractors, including maps and other information, such as information concerning the location of all hazards and obstacles, as necessary.

18. That freedom shall, with respect to large movements of personnel, equipment, vehicles, vessels or aircraft through airports or on railways, roads used for general traffic or navigable waterways within Benin, be coordinated with the Government.

19. MINUSMA and its members and contractors, together with the vehicles, vessels and aircraft of MINUSMA and its contractors, may use the roads, bridges, canals and other navigable waterways, port facilities, airfields and airspace of Benin without the payment of any form of monetary contributions, dues, tolls, user fees, airport taxes, landing fees, parking fees, overflight fees, port fees or charges, including wharfage and compulsory pilotage charges. However, MINUSMA shall not claim exemption from charges which are in fact charges for services rendered, it being understood that such charges shall be calculated at the most favourable rates.

20. Vehicles, aircraft and vessels of MINUSMA are not subject to licencing and registration by the Government, it being understood that all vehicles, aircraft and vessels shall carry third-party liability insurance.

21. The Government shall grant MINUSMA contractors and their employees the facilities they need in order to deliver all services provided exclusively to MINUSMA or to deliver, for the exclusive use of MINUSMA, materials, provisions, supplies, equipment and other goods, including spare parts and means of transport that MINUSMA or the contractors themselves may require.

22. The Government shall accept as valid permits and licences issued by the Special Representative for the operation by any member of MINUSMA, including locally recruited personnel, of any MINUSMA transport or communications equipment and for the practice of any profession or occupation in connection with the activities of MINUSMA, provided that no licence to drive or pilot MINUSMA transport equipment shall be issued to any person who is not already in possession of an appropriate and valid national licence.

23. The Government shall accept as valid, and where necessary validate, free of charge and without any restrictions, licences and certificates issued by the appropriate authorities in other States in respect of aircraft and vessels, including those operated by contractors exclusively for MINUSMA, provided that such licences and certificates are in conformity with international norms and practices.

24. Without prejudice to the foregoing, the Government further agrees to grant promptly, free of charge and without any restrictions, the necessary authorizations, licences and certificates, where required, for the acquisition, use, operation and maintenance of aircraft and vessels for MINUSMA.

#### VII. TAX EXEMPTIONS AND CUSTOMS FACILITIES

25. The Government shall grant MINUSMA and its contractors the right to:
- (i) Import by the most convenient and direct means of land, air or maritime transport, free of duty, fees, taxes and other charges, without prohibition or restriction of any kind, all equipment, provisions, supplies, fuel, materials

and other goods, including spare parts and means of transport, which are for the exclusive and official use of MINUSMA;

- (ii) Clear ex customs and excise warehouse, free of duty, taxes, fees and charges and free of other prohibitions and restrictions, equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport, which are for the exclusive and official use of MINUSMA;
- (iii) Export or re-export all goods and equipment, including spare parts and means of transport, all equipment, provisions, supplies, fuel, materials and other goods.

26. The Government shall promptly grant MINUSMA and its contractors, upon presentation by MINUSMA or by contractors of a consignment note, 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, including spare parts and means of transport, used in support of MINUSMA, including with regard to import by contractors, free of any prohibitions and restrictions and without the payment of monetary contributions, duties, charges or taxes, in particular value-added tax.

27. The Government likewise undertakes to promptly grant all authorizations, permits and licenses required for the purchase or export of goods for which permits and licences are required, 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.

#### VIII. UNITED NATIONS FLAG, MARKINGS AND IDENTIFICATION

28. The Government recognizes the right of MINUSMA to display within Benin the United Nations flag on its headquarters, camps or other premises, aircraft, vehicles, vessels and otherwise as decided by the Special Representative.

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

#### IX. COMMUNICATIONS

30. With regard to communications, MINUSMA shall enjoy the facilities provided for in article III of the Convention.

31. The Government shall facilitate the establishment and maintenance of MINUSMA communications, including transnational communications, while respecting their privileged nature under the Convention. It recognizes the right of MINUSMA and its members to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, email, facsimile or any other means, it being understood that the radio frequencies used shall be determined by MINUSMA in cooperation with the Government as quickly as possible. MINUSMA shall be exempt from any fees for and taxes on the allocation of frequencies. Connections to the local telephone networks shall be made after consultation and in accordance with arrangements with the Government. The use of the above-mentioned networks shall be charged at the most favourable rates.

32. 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.

X. FINANCIAL TRANSACTIONS, IMPORT OF THE PERSONAL EFFECTS OF MEMBERS OF MINUSMA, TRANSPORT OF FUNDS BY MEMBERS OF MINUSMA

33. MINUSMA may hold funds and currency of any kind and operate accounts in any convertible currency, freely transfer its funds and currency within the territory of Benin and from one country to another, and freely convert any currency held by it to any other currency.

34. Internationally recruited members of MINUSMA shall have the right to import free of duty their personal effects in connection with their arrival in Benin.

35. MINUSMA and the Government may agree that a special vehicle licencing system, such as the one used for vehicles of members of diplomatic missions or international organizations, shall be used for the personal vehicles of internationally recruited members of MINUSMA serving in Benin, in accordance with the laws in force in Benin.

36. When entering or departing from Benin, members of MINUSMA may take with them such funds as the Special Representative certifies were received in pay and emoluments from the United Nations or from a participating State and are a reasonable residue thereof. Special arrangements may be made for the implementation of the present provisions in the interests of the Government and the members of MINUSMA.

37. 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 Benin by the members of MINUSMA, in accordance with the present Agreement.

XI. PREMISES OF MINUSMA

38. The Government shall assist MINUSMA in obtaining the necessary premises for the conduct of its operational and administrative activities. Without prejudice to the fact that all such premises remain Beninese territory, the premises of MINUSMA, and United Nations archives and correspondence, shall be inviolable and subject to the exclusive authority and control of the United Nations. The Government shall guarantee free access to such premises. The Special Representative alone may consent to the entry of any government officials or of any other person not member of MINUSMA to such premises.

XII. SECURITY

39. The Government shall ensure that the provisions of the Convention on the Safety of United Nations and Associated Personnel, adopted by the General Assembly of the United Nations on 9 December 1994, are applied in respect of MINUSMA and its property, assets, members and associated personnel.

40. The Government shall, with all the means at its disposal, take the necessary measures to protect MINUSMA, its property and its members in the exercise of their functions. Without prejudice to the fact that United Nations premises remain under the exclusive authority of the Organization, the Government shall, whenever the need is expressed

by the Special Representative, take the necessary measures to prevent and remedy any intrusion or damage to the premises and property of MINUSMA and any unlawful act that affects members of MINUSMA or associated personnel. The Government shall prevent any disturbance of the peace of MINUSMA and its members and associated personnel, and any violation of their integrity.

41. At the request of the Special Representative, the Government shall provide armed escorts to protect the members of MINUSMA in the exercise of their functions and, if necessary, to protect MINUSMA depots, equipment, vehicles, aircraft and vessels in the Republic of Benin.

### XIII. UNIFORM AND ARMS

42. While performing official duties, military personnel, United Nations military observers, United Nations military liaison officers, military advisers and civilian police components of MINUSMA, including members of formed police units, shall wear the national military or police uniform of their respective States with standard United Nations accoutrements. The wearing of civilian dress by the above-mentioned members of MINUSMA may be authorised by the Special Representative at other times.

43. United Nations Security Officers and Field Service Officers may wear the United Nations uniform.

44. The members of MINUSMA mentioned in this section may possess and carry, in the exercise of their official duties and in accordance with their orders, arms, ammunition and other military equipment and police equipment, including global positioning devices.

45. Apart from officers of close protection missions, MINUSMA agents authorized to bear arms in the exercise of their official duties shall be in uniform whenever they are bearing such arms.

46. MINUSMA and its members mentioned in this section shall be authorized to transport their arms and ammunition to and from the Republic of Mali through the territory of the Republic of Benin, in accordance with practical arrangements to be agreed between the Government and the Special Representative.

### XIV. CRIMINAL AND CIVIL PROCEEDINGS IN BENIN INVOLVING MEMBERS OF MINUSMA

47. Should the Government consider that any member of MINUSMA has committed a criminal offence, it shall promptly inform the Special Representative and present to him or her any evidence available to it.

Subject to the provisions of paragraph 7 (a):

(a) If the accused person is a member of the civilian component or a civilian member of the military component, the Special Representative shall conduct any necessary supplementary inquiry and then agree with the Government whether or not criminal proceedings should be instituted. Failing such agreement, the provisions of paragraph 53 of the model status-of-forces agreement for peace-keeping operations (document A/45/594 of 9 October 1990, hereinafter the “model SOFA”), concerning the submission of disputes to a tribunal of three arbitrators, shall apply. In the event that criminal proceedings are instituted in accordance with the present Agreement, the competent courts and authorities of Benin shall

ensure that the member of MINUSMA concerned is 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 adopted by the General Assembly of the United Nations on 16 December 1966 (hereinafter “the Pact”), to which Benin is a Party. The Government confirms that, in accordance with the Second Optional Protocol to the Covenant, to which Benin is a Party, the death penalty has been abolished in Benin and that accordingly no sentence of death will be imposed in the event of a guilty verdict;

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

48. If any civil proceeding is instituted against a member of MINUSMA before any Beninese court, 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 51 of the model SOFA, concerning a standing claims commission, shall apply;

(b) If the Special Representative certifies that the proceeding is not related to official duties, the proceeding may continue. In that event, the courts and authorities of Benin shall grant the concerned member of MINUSMA the opportunity to exercise his or her rights in accordance with due process of law, and to ensure that the trial is conducted in accordance with international standards of justice, fairness and due process as set out in the Covenant. If the Special Representative certifies that a member of MINUSMA is unable, because of his or her official duties or authorized absence, to protect his or her interests in the proceeding, the court shall, at the defendant’s request, suspend the proceeding until the elimination of the disability, but for no more than 90 days. Property of a member of MINUSMA that is certified by the Special Representative to be needed by the defendant for the fulfilment of his or her official duties shall be free from seizure for the enforcement of a judgement. The personal liberty of a member of MINUSMA shall not be restricted in a civil proceeding, whether to enforce a judgement, to compel an oath or for any other reason.

#### XV. MISCELLANEOUS AND FINAL PROVISIONS

49. Without prejudice to the provisions of paragraph 48 of the present Agreement, the personnel of MINUSMA, including those recruited internationally, shall strive to amicably settle any disputes of a private law character that may arise with third parties in Benin.

50. The provisions of paragraphs 5 to 11 of General Assembly resolution 52/247, of 26 June 1998, shall apply to third-party claims against the United Nations for damage resulting from or attributable to the presence or activities of MINUSMA or its members in Benin.

51. Any dispute or claim of a private law character to which MINUSMA is a party and over which the courts of Benin 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. The commission shall be established and operate in accordance with the provisions of paragraph 52 of the model SOFA.

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

53. The Special Representative and the Government shall take all necessary measures to ensure close and reciprocal liaison at every appropriate level, including for the purpose of resolving any differences concerning the interpretation of the present Agreement.

54. 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 and cannot be resolved through dialogue between the parties shall be dealt with in accordance with the procedure set out in section 30 of the Convention.

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

56. Wherever the present Agreement refers to privileges, immunities and rights of MINUSMA and to the facilities Benin undertakes to provide to MINUSMA and its members, the Government shall have the ultimate responsibility for the implementation and fulfilment of such privileges, immunities, rights and facilities by the appropriate local authorities.

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

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

*Done* at Cotonou on 8 February 2017, in two original copies in the French language.

For the United Nations

For the Government of the Republic of Benin

[Signed] MAHAMAT SALEH ANNADIF

[Signed] AURÉLIEN A. AGBÉNONCI

Special Representative of the Secretary-General for Mali

Minister for Foreign Affairs and Cooperation

**(b) Host State Agreement between the United Nations and the Kingdom of the Netherlands concerning the United Nations Office for the Coordination of Humanitarian Affairs—Humanitarian Data Centre. New York, 11 July 2017\***

*Whereas* the United Nations through its Office for the Coordination of Humanitarian Affairs (OCHA) wishes to establish a Humanitarian Data Centre in The Hague, the Kingdom of the Netherlands, to facilitate the implementation of its mandate;

\* Entered into force on 11 July 2017 by signature, in accordance with article 38. United Nations registration no. I-54746.

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

Desiring to lay down conditions concerning the privileges, immunities, facilities, and services of and related to the OCHA Humanitarian Data Centre in the territory of the Kingdom of the Netherlands as are necessary for the fulfilment of the purposes of the Centre;

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) “Agreement” means this Host State Agreement between the Kingdom of the Netherlands and the United Nations;

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

(c) “OCHA” means the United Nations Office for the Coordination of Humanitarian Affairs;

(d) “Centre” means the OCHA Humanitarian Data Centre in The Hague;

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

(f) “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;

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

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

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

(j) “experts on mission” means persons, other than officials, who, on a temporary basis, perform missions for the Centre;

(k) “interns” means students and recent graduates (degree obtained within the last twelve (12) months) who have been accepted by OCHA into its internship programme for the purpose of performing certain tasks for the Centre without receiving a salary from OCHA. An intern shall in no case fall under the definition of an official of the Centre;

(l) “family members forming part of the household” means:

- spouses and registered partners of a staff member of the Centre continuously living with the staff member;
- children of the staff member under the age of 18;
- children of the staff member up to and including the age of 27 provided that they are unmarried, financially dependent on their parents and living continuously with their parent(s) during their posting in the host State; and
- any such member of the immediate family of the staff member of the Centre as may be agreed upon between the host State and the United Nations.

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

(n) “property” means, without prejudice to the General Convention, all property (be it material, real, or intellectual), assets, and funds belonging to the Centre or held or administered by the Centre in the territory of the host State in furtherance of its functions;

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

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

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

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

1. OCHA shall establish a Centre in the host State, to carry out functions in accordance with the mandate of OCHA set out in United Nations General Assembly resolution 46/182 and subsequent resolutions.

2. The seat of the Centre shall be located in The Hague, the Netherlands.

#### *Article 3. 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 Centre in the host State. It shall, *inter alia*, create conditions conducive to the stability and independence of the Centre and facilitate its smooth and efficient functioning.

### PART II: STATUS OF THE CENTRE

#### *Article 4. Juridical personality*

1. The Centre 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 purpose of this Article, the Centre shall be represented by the Head of the Centre.

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

1. The Centre 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 Centre and the archives of the Centre. Furthermore, the Centre 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 Centre 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 Centre, 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 Centre, 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 Centre, 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 Centre 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 Centre, or an official designated by him or her, the competent authorities shall, in consultation with the Head of the Centre, 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 Centre shall provide the competent authorities with all information relevant to the security and protection of the premises.

*Article 8. Law and authority on the premises*

1. The premises of the Centre shall be under the control and authority of the Centre, 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 Centre 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 Centre 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 34 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 Centre 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 Centre, or an official designated by him or her, on fair and equitable conditions, the public services needed by the Centre 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 Centre 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 Centre 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 Centre is not prejudiced.

4. Upon request of the competent authorities, the Head of the Centre, 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 Centre.

*Article 10. Flags, emblems and markings*

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

*Article 13. Facilities and immunities in respect of communications*

1. The Centre 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 Centre shall be inviolable.

2. The Centre 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 Centre. 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 Centre. The Centre 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 Centre, 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 Centre:

(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 Centre shall obtain the concurrence of the competent authorities.

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

1. Within the scope of its official activities, the Centre, 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 tax (motorrijtuigenbelasting);

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

(e) value added tax (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 and hydrocarbons such as fuel oils and motor fuels, as well as chemical supplies;

(g) real property transfer tax (overdrachtsbelasting);

(h) insurance tax (assurantiebelasting);

(i) energy tax (energiebelasting);

(j) tax 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 Centre 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 Centre shall be exempt from all restrictions on imports and exports in respect of articles imported or exported by the Centre 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 Centre*

1. The Head of the Centre, 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 OCHA;

(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 OCHA;

(j) for the purpose of their communications with the Centre, 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 Centre 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 Centre.

3. With respect to the inheritance and gift tax, which depends upon residence, periods during which the Head of the Centre 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 Centre 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 within the host State 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) 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 Centre;

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

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

(d) for the purpose of their communications with the Centre the right to receive and send papers in whatever form; 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.

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 for the Centre.

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

1. Officials of the Centre 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 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 Centre;

(b) immunity from seizure and inspection of official baggage;

(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 OCHA;

(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 Centre.

2. In addition to the privileges, immunities and facilities listed in paragraph 1 of this Article, officials of the Centre 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 Centre 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 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 officials 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 officials of the Centre 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 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 Centre;

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

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

(d) 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 for the Centre.

#### *Article 19. Experts on mission for the Centre*

1. Experts on mission for the Centre shall enjoy the privileges and immunities, exemptions and facilities as are necessary for the independent performance of their functions for the Centre, 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 Centre shall be provided by the Head of the Centre with a document certifying that they are performing functions for the Centre 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 Centre is no longer performing functions for the Centre.

#### *Article 20. Employment of family members of officials of the Centre*

1. Members of the family forming part of the household of an official of the Centre 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 the family forming part of the household of an official of the Centre 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 eighteen (18) with respect to a claim arising out of gainful employment of that person, the Centre shall seek to ensure that the official of the Centre 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 Centre shall request the Ministry of Foreign Affairs to register any intern in accordance with paragraph 2 of this Article.

2. Without prejudice to the applicable rules of the European Union with regard to the rights of citizens of a member state of the European Union, the European Economic Area, or Switzerland or their family members, the Ministry of Foreign Affairs shall register interns for a maximum period of six (6) months, provided that the Centre 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 (1) 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 Centre;

(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 fourteen (14) days after the end of the internship, unless he or she is otherwise authorized to stay in the host State in accordance with the applicable immigration legislation.

3. In exceptional circumstances, the maximum period of six (6) months mentioned in paragraph 2 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 a period of one (1) year.

4. The Centre 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. Under this Agreement, interns shall not enjoy privileges, immunities and facilities within the host State.

*Article 22. Personnel recruited locally and not otherwise covered by this Agreement, including such personnel assigned to hourly rates*

Personnel recruited locally and assigned to hourly rates by OCHA and not otherwise covered by this Agreement 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

Centre. The terms and conditions of employment of such individuals shall be in accordance with the relevant Regulations of OCHA.

PART IV: WAIVER OF PRIVILEGES, IMMUNITIES, AND FACILITIES

*Article 23. Waiver of immunities*

1. The privileges, immunities and facilities provided for in Articles 17, 18 and 19 of this Agreement are granted in the interests of the Centre and not for the personal benefit of the persons 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 Centre.

PART V: COOPERATION BETWEEN THE CENTRE AND THE HOST STATE

SECTION 1: GENERAL

*Article 24. General cooperation between the Centre 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 Centre 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 Centre, 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 25. Cooperation with the competent authorities*

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

5. The Centre 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 26. Notification and Identification Cards*

1. With respect to officials, the Centre shall promptly, but within eight (8) days, notify the host State of their date of appointment. With respect to interns, the Centre shall promptly, but within eight (8) days, notify the host State of the date of acceptance of such persons into the internship programme of OCHA.

2. The Centre shall promptly, but within eight (8) days, notify the host State of the date of hiring of experts on missions, the date of hiring of persons in the personal employ of officials, and the date of hiring of personnel recruited locally in accordance with Article 22 of this Agreement.

3. In order to facilitate the entry and stay of the persons mentioned below, the Centre will promptly, and preferably no later than eight (8) days after the date of their first arrival in the host State, inform the host State of:

- (a) the presence of officials of the Centre;
- (b) the presence of members of the family forming part of the household of officials of the Centre;
- (c) the presence of experts on mission;
- (d) the presence of interns;
- (e) the presence of persons in the personal employ of those referred to in subparagraph (a) of this paragraph;
- (f) the date of the arrival of the persons referred to in subparagraphs (a), (b), (c), (d), and (e) of this paragraph.

4. With respect to the persons referred to in paragraphs 2 and 3 of this Article, the Centre shall promptly, but within eight (8) days, notify the host State of their final departure or the termination of their functions or their involvement with OCHA.

5. With respect to members of the family forming part of the household of officials of the Centre, the Centre shall, where appropriate, promptly, but within eight (8) days, notify the host State once a person has ceased to form part of the household.

6. With respect to persons in the personal employ of officials, the Centre shall, where appropriate, promptly, but within eight (8) days, notify the host State once a person is no longer in the personal employ of officials.

7. The host State shall issue an identity card which shall serve to identify the holder in relation to the competent authorities, to:

- (a) officials of the Centre who are assigned to serve in the host State;
- (b) members of the family forming part of the household of the persons referred to in paragraph 3(a) of this Article;
- (c) interns, provided that they have been registered in accordance with Article 21(2) of this Agreement;
- (d) experts on mission, provided that the Ministry of Foreign Affairs has been supplied with the document referred to under Article 19(2) of this Agreement;
- (e) persons referred to in paragraph 3(e) of this Article.

8. Upon request, the host State shall issue an identity card which shall serve to identify the holder in relation to the competent authorities to personnel recruited locally in accordance with Article 22 of this Agreement.

9. At the final departure of the persons referred to in paragraphs 2 and 3 of this Article or when these persons have ceased to perform their functions, the identity card referred to in paragraph 7 and 8 of this Article shall be promptly, and not later than within fifteen (15) days, be returned by the Centre to the Ministry of Foreign Affairs. In case persons who have ceased to perform their functions are not able to return the identity card referred to in paragraph 7 and 8 of this Article within the specified time period, the Ministry of Foreign Affairs shall be consulted immediately.

*Article 27. Social security regime*

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 Centre to whom the aforementioned scheme applies shall be exempt from the social security provisions of the host State. Consequently, officials of the Centre shall not be covered against the risks described in the social security provisions of the host State.

SECTION 2: VISAS, PERMITS AND OTHER DOCUMENTS

*Article 28. Entry, stay and departure*

1. For purposes of official business of the persons listed below and the family members forming part of their household, the host State shall facilitate their entry into its territory, their departure from its territory and their transit to or from the premises of the Centre:

- (a) the Head of the Centre;
- (b) other officials of the Centre;
- (c) experts on mission;
- (d) interns.

2. This Article shall not prevent the requirement of reasonable evidence to be provided by the Centre to establish that persons claiming the treatment provided for in this Article fall under one of the categories in paragraph 1 above.

3. Visas which may be required by persons referred to in this Article shall be granted without charge and as promptly as possible.

4. Without prejudice to the provisions of the General Convention, all the aforementioned persons who are entitled to the privileges and immunities under this Agreement, shall enjoy these privileges and immunities from the moment they enter the territory of the host State to take up their posts or to undertake official Centre-related duties and shall come to an end within a reasonable period after the expiry or termination of their contracts of employment or completion of their Centre-related duties.

*Article 29. 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 Centre.

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

*Article 30. Driving licence*

1. During their period of employment with the Centre, officials of the Centre, as well as members of their family forming part of the household and persons in the personal employ of those referred to in Article 26 paragraph 3(a) of this Agreement, 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 26 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, SAFETY AND PROTECTION OF PERSONS REFERRED TO IN THIS AGREEMENT

*Article 31. 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 Centre, free from interference of any kind.

2. The Centre 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 32. Supplementary arrangements and agreements*

The Centre 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 33. Settlement of disputes with third parties*

OCHA 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 Centre 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 Centre, enjoys immunity, if such immunity has not been waived by the Secretary-General.

*Article 34. 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 35. Application*

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

*Article 36. Amendments and review*

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.

*Article 37. Interpretation of the Agreement, the General Convention and the Vienna Convention*

1. This Agreement shall be interpreted in light of its primary purpose of enabling OCHA through opening and maintaining its Centre in the host State to fully and efficiently discharge its responsibilities and fulfil its purposes.

2. 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 38. Entry into force and termination*

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

2. This Agreement shall cease to be in force by mutual consent of the Parties, or if the Centre is removed from the territory of the host State or upon completion of the Centre's mandate, except for such provisions as may be applicable in connection with the orderly termination of the operations of the Centre 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.

*In Witness Whereof*, the undersigned, duly authorized thereto, have signed this Agreement.

*Done* at New York, on [11 July 2017], in duplicate, in the English language.

For the United Nations

For the Kingdom of the Netherlands

[Signed]

[Signed]

**(c) Exchange of letters constituting an agreement between the United Nations and the Hashemite Kingdom of Jordan concerning the activities in Jordan of the United Nations Office of the Special Envoy for Yemen.  
New York, 23 March 2017 and 28 July 2017\***

I

23 March 2017

Excellency,

1. I have the honour to refer to the Agreement on the Implementation Mechanism for the Transition Process in Yemen in Accordance with the Initiative of the Gulf Cooperation Council ("the Agreement"), signed in Riyadh on 23 November 2011, which requests the Secretary-General to "provide continuous assistance, in cooperation with other agencies, for the implementation of this Agreement".

2. I also have the honour to refer to United Nations Security Council resolutions 2014 (2011) of 21 October 2011, 2051 (2012) of 12 June 2012, 2140 (2014) of 26 February 2014, 2201 (2015) of 15 February 2015, 2204 (2015) of 25 February 2015, 2216 (2015) of 14 April 2015 and 2266 (2016) of 24 February 2016, by which the Council requested the Secretary-General to continue his good offices role with respect to the situation in Yemen. In its resolution 2051 (2012), the Security Council also welcomed the political engagement of the United Nations through a small presence in Yemen, consisting of a team of experts, to support the implementation of the transition process and to provide advice to the parties in conjunction with the Government of Yemen, in particular in support of the National Dialogue process.

3. I have the further honour to refer to the letter dated 18 June 2012 from the Secretary-General addressed to the President of the Security Council (S/2012/469), in

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\* Entered into force on 28 July 2017 by the exchange of the said letters, in accordance with their provisions. United Nations registration no. I-54810.

which the Secretary-General announced his intention to establish an Office of the Special Envoy for Yemen (“OSE-Yemen”), with a presence in Yemen to, *inter alia*, exercise the Secretary-General’s good offices with a view to facilitating Yemen’s transition and assisting in the implementation of the Agreement

4. I have the honour, moreover, to refer to the letter dated 24 May 2016 from the Secretary-General to the President of the Security Council (S/2016/488), in which the Secretary-General stated his intention to strengthen OSE-Yemen in order to undertake a number of functions and to move OSE-Yemen to Amman as soon as practicable, while maintaining the presence of OSE-Yemen in Sanaa. In a letter dated 26 May 2016 (S/2016/489), the President of the Security Council informed the Secretary-General that the members of the Security Council had taken note of the information contained in the letter of the Secretary-General and the proposed arrangement expressed therein.

5. If the temporary relocation of the headquarters of OSE-Yemen to Amman is acceptable to your Government, I trust that, consistently with its obligations pursuant to Article 2, paragraph 5, and Article 105 of the Charter of the United Nations, your Government will accord to OSE-Yemen and to its assets and members those rights, privileges and immunities, facilities and exemptions, that are necessary for the effective fulfilment of its functions. In this regard, I wish to propose that your Government accord to OSE-Yemen, its property, funds and assets and to its members the privileges and immunities, exemptions and facilities provided for in the Convention on the Privileges and Immunities of the United Nations of 13 February 1946 (the “Convention”), to which Jordan acceded on 3 January 1958 without any reservation—Facilities as provided herein are also required for the contractors and their employees engaged by the United Nations or OSE-Yemen to perform services exclusively for OSE-Yemen and/or supply exclusively to OSE-Yemen equipment, provisions, supplies, materials and other goods in support of OSE-Yemen (hereinafter referred to as “United Nations contractors”).

6. I propose, in particular, that your Government extend to:

(a) the Special Envoy of the Secretary-General for Yemen, the Director of OSE-Yemen, the Chief of Staff of OSE-Yemen and such other high-ranking members of OSE-Yemen as may be agreed between the United Nations and the Government, the privileges and immunities, exemptions and facilities which are enjoyed by diplomatic envoys in accordance with international law;

(b) the officials of the United Nations assigned to serve with OSE-Yemen, the privileges and immunities to which they are entitled under Articles V and VII of the Convention. Officials of Jordanian nationality or with permanent residency status in Jordan shall enjoy only those privileges and immunities provided for in Section 18 of the Convention;

(c) Experts (other than United Nations officials) performing missions for OSE-Yemen shall be accorded the privileges and immunities provided for under Article VI and Section 26, Article VII of the Convention.

Without prejudice to the above, all members of OSE-Yemen, as listed in paragraph 6 (a), (b) and (c) above, shall enjoy immunity from legal process in respect of all words spoken and written and all acts performed by them in discharging their official duties.

7. The United Nations shall, from time to time, notify the Government of the names of the members of OSE-Yemen as listed in paragraph 6 (a), (b) and (c) above. It shall also

notify the Government of any changes in their status. The United Nations shall inform the Government of the names of the members of OSE-Yemen in advance of their official travel to Jordan unless, for reasons beyond its control, it is not practically possible for the United Nations to do so.

8. The Secretary-General shall have the right and duty to waive the immunity of any member of OSE-Yemen as listed in paragraph 6 (a), (b) and (c) above where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the United Nations.

9. United Nations contractors, other than local contractors, shall be accorded repatriation facilities in time of crisis and their services provided to OSE-Yemen shall be exempt from direct taxes in Jordan. However, contractors will not be exempt from taxes which are, in fact, no more than charges for public utility services.

10. The privileges and immunities necessary for the fulfilment of the functions of OSE-Yemen also include:

- (i) freedom of entry and exit without undue delay or hindrance of the members of OSE-Yemen as listed in paragraphs 6 (a), (b) and (c) above as well as OSE-Yemen's property, supplies, equipment, spare parts and means of transport and, to that end, prompt issuance by the Government, free of charge and without any restrictions, of all necessary visas, residency permits, licenses and permits. The Government shall, in accordance with its national law, allow United Nations contractors, their property, supplies, equipment, spare parts and means of transport, freedom of entry and exit without undue delay or hindrance and shall speedily process free of charge all requests for visas, licenses and permits without restrictions;
- (ii) freedom of movement of its members and United Nations contractors, their property, equipment and means of transport, which shall as appropriate be coordinated with the Government OSE-Yemen, its members, United Nations contractors when providing services to OSE-Yemen, and their vehicles and aircraft shall use roads, bridges, canals, and other waters, port facilities and airfields without the payment of dues, tolls, landing fees, parking fees, overflight fees, port fees and charges, including wharfage charges. However, exemption from charges which are limited in amount to the approximate cost of services rendered will not be claimed;
- (iii) the right to import, free of duty or other restrictions, equipment (including, *inter alia*, telecommunications equipment), provisions, supplies and other goods which are for the exclusive and official use of OSE-Yemen;
- (iv) the right to re-export free of duty or other restrictions or otherwise dispose of equipment, as far as it is still usable, all unconsumed provisions, supplies and other goods so imported or cleared ex customs and excise warehouse which are not transferred, or otherwise disposed of, on terms and conditions to be agreed upon with the Government or an entity nominated by the Government;
- (v) issuance without undue delay by the Government of all necessary authorizations, permits and licenses for the importation or re-exportation or purchase of equipment, provisions, supplies, materials and other goods

used in support of OSE-Yemen, including in respect of importation or re-exportation or purchase by United Nations contractors in support of OSE-Yemen, free of any restrictions and without payment of duties, charges or taxes including value-added tax;

- (vi) the right to be issued with diplomatic license plate numbers for the operation of vehicles used in support of OSE-Yemen, and acceptance by the Government of driving permits or licenses issued by the United Nations for the operation of those vehicles;
- (vii) acceptance by the Government, or where necessary validation without delay by the Government, free of charge and without any restriction, of licenses and certificates already issued by appropriate authorities in other States in respect of aircraft used in support of OSE-Yemen; issuance without delay by the Government, free of charge and without any restrictions, of necessary authorizations, licenses and certificates, where required, for the acquisition, use, operation and maintenance of aircraft used in support of OSE-Yemen; it being understood that aircraft used in support of OSE-Yemen shall comply with the applicable international regulations and standards;
- (viii) the right to fly the United Nations flag and place distinctive United Nations identification on premises, vehicles and aircraft used in support of OSE-Yemen;
- (ix) the right to enjoy in the territory of Jordan for its official communications treatment not less favourable than that accorded by the Government to any other Government OSE-Yemen shall have the right to communicate by radio, satellite or other forms of communication with United Nations Headquarters and between the various offices and to connect with the United Nations radio and satellite network, and to communicate by telephone, facsimile and other electronic data systems. The frequencies on which the communication by radio will operate shall be decided upon on terms and conditions to be agreed with the Government;
- (x) the right to make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of OSE-Yemen. The Government shall be informed, prior to the setting up of such arrangements, of their nature and details. It shall not interfere with or apply censorship to the mail of OSE-Yemen or its members.

11. The Government shall assist OSE-Yemen, as necessary, in obtaining such areas for headquarters or other premises as may be necessary for the conduct of the operational and administrative activities of OSE-Yemen. Without prejudice to the fact that all such premises remain Jordanian territory, they shall be inviolable.

12. The Government undertakes to assist OSE-Yemen as far as possible in obtaining equipment, provisions, supplies, materials and other goods and services from local sources required for its subsistence and operations. In respect of equipment, provisions, supplies, materials and other goods purchased locally by OSE-Yemen or by United Nations contractors for the official and exclusive use of OSE-Yemen, the Government shall make appropriate administrative arrangements for the remission or return of any excise or tax payable as part of the price. The Government shall exempt OSE-Yemen and United Nations contractors from general sales taxes in respect of all local purchases made exclusively for

official OSE-Yemen purposes. In making purchases on the local market, OSE-Yemen shall, on the basis of observations made and information provided by the Government in that respect, avoid any adverse effect on the local economy.

13. The Government shall take all appropriate measures to ensure the security of members of OSE-Yemen as listed in paragraphs 6 (a), (b) and (c) above. In particular it shall take all appropriate steps to protect members of OSE-Yemen, their equipment and premises from attack or any action, that prevents them from discharging their mandate. OSE-Yemen and its members shall cooperate to the fullest extent possible with the Government in this regard. This is without prejudice to the fact that all premises of OSE-Yemen are inviolable.

14. The Government confirms that its national law defines certain crimes that would apply to the acts set out below and which are punishable by appropriate penalties:

- (a) a murder, kidnapping or other attack upon the person or liberty of an individual;
- (b) a violent attack upon official premises;
- (c) a violent attack upon the private accommodation or the means of transportation of any individual likely to endanger his or her person or liberty;
- (d) a threat to commit any such attack with the objective of compelling a physical or juridical person to do or to refrain from doing any act;
- (e) an attempt to commit any such attack; and
- (f) an act constituting participation as an accomplice in any such attack, or in an attempt to commit such attack, or in organizing or ordering others to commit such attack.

15. Jordan, in accordance with and to the extent provided for under its national laws, shall exercise jurisdiction over the crimes set out in paragraph 14 above committed against members or premises of OSE-Yemen: (a) when the crime was committed in its territory; (b) when the alleged offender is one of its nationals; (c) when the alleged offender, other than a member of OSE-Yemen, is present in its territory, unless it has extradited such a person to the State on whose territory the crime was committed, or to the State of his or her nationality, or to another State that has jurisdiction over the crime.

16. The Government shall, in accordance with and to the extent provided for under the national laws, submit to its competent authorities for the purposes of prosecution under its national laws without exception and without delay cases involving persons accused of crimes described in paragraph 14 above committed against members or premises of OSE-Yemen who are present within its territory (if the Government does not extradite them), as well as cases involving those persons that are subject to its criminal jurisdiction who are accused of other crimes in relation to OSE-Yemen or its members which, if committed in relation to the forces of the Government or against the local civilian population, would have rendered such acts crimes liable to prosecution. Those authorities shall take their decision in the same manner as in the case of any other offence of a similar level of gravity under the laws of Jordan and under the same conditions.

17. OSE-Yemen and its members as listed in paragraphs 6 (a), (b) and (c) above shall, in so far as it is consistent with the provisions of this Agreement, respect all local laws and regulations.

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

19. Any dispute between the United Nations and the Government concerning the interpretation or application of this Agreement, except for a dispute that is regulated by Section 30 of the Convention or Section 32 of the Convention on the Privileges and Immunities of the Specialized Agencies, shall be resolved by negotiations or other agreed mode of settlement.

20. Without prejudice to existing agreements regarding their legal status and operations in Jordan, the above-mentioned arrangements may, as appropriate, be extended to specific Specialized and related Agencies and offices, funds and programmes of the United Nations, their property, funds and assets and their officials and experts on mission that are established in Jordan to perform functions in relation to OSE-Yemen, provided that this is done with the written consent of the Special Envoy, the Specialized or related Agency or office, fund or programme concerned and the Government.

21. If the above provisions meet with your approval, I would propose that this letter and your reply thereto constitute an agreement between the United Nations and the Government of Jordan with immediate effect. This Agreement shall remain in force for one year and is automatically renewed thereafter unless terminated by either party in writing giving at least 60 days' notice. This Agreement may be supplemented by additional agreements, assurances, or understandings.

I would like to take this opportunity to express my gratitude to the Government of Jordan for the support provided to OSE-Yemen in facilitating its tasks.

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

Yours sincerely,

[Signed] JEFFREY FELTMAN

Under-Secretary-General for Political Affairs

II

SC/ME/7/1188

July 28th, 2017

Excellency,

I have the honour to refer to your letter of 23 March 2017 (DPA/MEWAD/2017/04551) concerning the activities in Jordan of the United Nations Office of the Special Envoy for Yemen.

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

Consequently, your letter and this reply thereto shall constitute an agreement between the Government of Jordan and the United Nations with immediate effect.

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

[Signed] SIMA BABOUS

Ambassador

Permanent Representative

## III

23 March 2017

Excellency,

In connection with the proposed exchange of letters between the United Nations and the Government of Jordan concerning the activities in Jordan of the United Nations Office of the Special Envoy for Yemen (OSE-Yemen), I should like, on behalf of the United Nations, to state the following:

- (i) OSE-Yemen, its members and contractors shall exercise their freedom of movement in Jordan in accordance with the exclusion zones and security concerns of the Government of Jordan;
- (ii) OSE-Yemen will carry out its functions in accordance with its mandate and will not be involved in the political activities of the Yemeni community based in Jordan;
- (iii) The maximum number of international staff of OSE-Yemen who are to be deployed to Amman in 2017 is not expected to exceed 70. This number is subject to change, depending on the operational requirements of OSE-Yemen and the decisions of the General Assembly. The United Nations will inform your Government at the beginning of each calendar year of the maximum number of international staff who, it is envisaged, will be deployed to Amman during the course of that year; and
- (iv) Meetings with the parties to the situation in Yemen and events organized by OSE-Yemen involving such parties shall only take place in Jordan with the prior approval of, and subject to arrangements to be agreed with, your Government. OSE-Yemen will inform the Government in advance of the names of the participants.

If the foregoing meets with your approval, I would propose that this letter and your reply thereto constitute a supplementary agreement to the exchange of letters between the United Nations and the Government of Jordan concerning the activities in Jordan of the United Nations Office of the Special Envoy for Yemen.

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

[Signed] JEFFREY FELTMAN

Under-Secretary-General for Political Affairs

## IV

SC/ME/7/1189

July 28th, 2017

Excellency,

I have the honour to refer to your letter dated 23 March 2017 (DPA/MEWAD/2017/4551) in connection with the proposed exchange of letters between the United Nations and the Government of Jordan concerning the activities in Jordan of the United Nations Office of the Special Envoy for Yemen.

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

Consequently, your letter and this reply thereto shall constitute a supplementary agreement to the exchange of the above-mentioned letters between the Government of Jordan and the United Nations concerning the activities in Jordan of the United Nations Office of the Special Envoy for Yemen.

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

[Signed] SIMA BABOUS

Ambassador

Permanent Representative

**(d) Memorandum of understanding between the Argentine Republic and the United Nations on south-south and triangular cooperation for achieving the 2030 agenda. Building innovative and inclusive partnerships. Buenos Aires, 7 September 2017\***

The Argentine Republic, represented by the Ministry of Foreign Affairs and Worship (hereinafter referred to as the “Argentine Republic”) and the United Nations, represented by the Department of Economic and Social Affairs (hereinafter referred to as “United Nations”);

Desiring to make arrangements concerning the organization of the Development Cooperation Forum (DCF) Argentina Republic High-level Symposium on “South-South and Triangular Cooperation for achieving the 2030 Agenda. Building Innovative and Inclusive Partnerships” and a series of pre-meetings and side events (hereinafter referred to as “the Symposium”);

Have reached the following understanding:

1. The Symposium will be organized by the Argentine Republic in cooperation with the United Nations and will be held from 6 to 8 September 2017 at the San Martin Palace in Buenos Aires, Argentine Republic. The Symposium is within the scope of General Assembly Resolutions 61/16 of 20 November 2006 on the Strengthening of the Economic and Social Council and 70/299 of 29 July 2016 on Follow-up and review of the 2030 Agenda for Sustainable Development at the global level.

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

(a) Up to 120 representatives from governments, United Nations system organizations and other multilateral institutions, civil society, academia, parliaments, local governments, philanthropic organizations and the private sector;

(b) The President of the United Nations Economic and Social Council (ECOSOC);

(c) Up to 9 officials from the United Nations; and

(d) Up to 20 representatives from the Argentine Republic and other national stakeholders.

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\* Entered into force on 7 September 2017 by signature, in accordance with paragraph 15. United Nations registration no. I-54718.

3. The maximum number of participants will be 150. The final list of participants will be determined by the United Nations in consultation with the Argentine Republic prior to the holding of the Symposium.

4. The Symposium will be conducted in English, French and Spanish.

5. The United Nations will be responsible for:

(a) The provision of substantive and logistical support before, during and after the Symposium, including the preparation of the appropriate documentation and the report of the Symposium in consultation with the Argentine Republic;

(b) The sending of official invitations to participants, as specified in paragraphs 2(a), 2(b) and 2(d).

6. The Argentine Republic will provide at its own cost, the following:

(a) The issuance of round-trip airline tickets and the payment of terminal expenses and daily subsistence allowance in accordance with the prevailing United Nations rates as set by the International Civil Service Commission for; (i) the President of the United Nations Economic and Social Council (ECOSOC) as specified in 2(b); and (ii) for up to 9 officials from the United Nations as specified in 2(c), as agreed between the Argentine Republic and the United Nations;

(b) The issuance of round-trip airline tickets and the payment of terminal expenses and daily subsistence allowance for up to 40 funded participants from among the participants as specified in paragraph 2 (a) in accordance with the rates established in the Argentinian law;

(c) Transportation arrangements between the airport and the hotel for high-level participants, President of the United Nations Economic and Social Council (ECOSOC) and Under-Secretary-General for Economic and Social Affairs, as agreed between the Argentine Republic and the United Nations;

(d) Local staff to assist with the planning and any necessary administrative, logistical and technical support during the Symposium, including for: (i) set-up of the Symposium and side event rooms (technical and audio components, seating, nameplates, etc.); (ii) reproduction of symposium materials before and during the Symposium, as agreed between the Argentine Republic and the United Nations and taking into account paragraph 5(a); and (iii) registration of participants, issuance of badges and other related secretarial and conference services;

(e) Event planner to coordinate all aspects of the organization of the symposium; support team to provide support in the preparation and follow-up of the symposium; media personnel team for press briefings and media stakeout; ushers/usherettes to assist and guide symposium participants; and photographers/videographers to cover the symposium;

(f) One or two professional moderators to prepare for the symposium and assist in moderating the discussions during the Symposium;

(g) Symposium premises and facilities, including one large conference room, one medium-sized conference room, four small break-out rooms, one multi-functional room; technical equipment, conference services and other requirements; audio-video recording of all the Symposium; language and translation of background documentation; and interpretation in English, French and Spanish;

(h) Hospitality during the Symposium, including breakfasts, coffee breaks, lunches and dinners, as agreed between the Argentine Republic and the United Nations;

(i) Office for the use by the President of ECOSOC and Under-Secretary-General for Economic and Social Affairs and office space for other officials from the United Nations (3 separate rooms) with computers, printer, internet access, international telephone lines or equivalent, photocopying equipment and stationery, as agreed between the Argentine Republic and the United Nations.

7. The cost of transportation (air fares, terminal expenses), local accommodation, daily subsistence allowance, and other related costs for the rest of the participants as specified in paragraphs 2(a) and 2(d) are not covered under paragraph 6(a) and it will be the responsibility of the participants and their respective organizations.

8. Except for making factual statements concerning the Symposium, the Argentine Republic will not use the name, including any abbreviation thereof, or emblem of the United Nations, for any purposes whatsoever without the prior written approval of the United Nations. Under no circumstances will authorization be granted to use the name or emblem of the United Nations for commercial purposes. Any communication materials related to the Symposium (*i.e.*, press release, press statements, banners, signage, brochures, posters, folders and other related materials) will be subject to review and prior approval between the Argentine Republic and the United Nations.

9. The Argentine Republic confirms that the representatives of States, officials of the United Nations and of other United Nations Specialized Agencies, and experts on missions to the Symposium will be accorded such privileges, immunities, facilities and courtesies as are necessary for performing their functions in connection with the Symposium, in accordance with the Convention on the Privileges and Immunities of the United Nations (hereinafter referred to as “the General Convention”) and the Convention on the Privileges and Immunities of the Specialized Agencies (hereinafter referred to as “the Specialized Agencies Convention”), as well as in accordance with customary international law. In particular, representatives of States will enjoy the privileges and immunities accorded under Article IV of the General Convention. The experts on missions to the Symposium shall enjoy the privileges and immunities accorded to experts on mission for the United Nations under articles VI and VII of the General Convention. Officials of the United Nations participating in or performing functions in connection with the Symposium shall enjoy the privileges and immunities provided under articles V and VII of the General Convention. Officials of the Specialized Agencies participating in the Symposium shall be accorded the privileges and immunities provided under articles VI and VIII of the Specialized Agencies Convention.

10. The Argentine Republic confirms that visas and unimpeded entry into and exit from the Argentine Republic will be granted at no cost to the representatives of States, officials of the United Nations and of other United Nations Specialized Agencies, all participants and experts on missions participating in the Symposium who hold an Official or Diplomatic Passport. The Argentine Republic agrees that the UN shall bear no costs for visas and entry permits, where required.

11. The Argentine Republic will provide, at its own expense, such protection as may be required to ensure the safety of the participants and the effective functioning of the Symposium in an atmosphere of security.

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

(a) injury to persons or damage to or loss of property in the Symposium premises that are provided by or are under the control of the Argentine Republic for the Symposium;

(b) injury to persons or damage to or loss of property caused by, or incurred in using the transportation services provided by or under the control of the Argentine Republic;

(c) the employment for the Symposium of personnel provided or arranged by the Argentine Republic.

And the Argentine Republic will indemnify and hold harmless the United Nations and its officials in respect of any such action, claim or other demand.

13. This Memorandum may be amended with the mutual written consent of the Argentine Republic and the United Nations.

14. Except for a dispute concerning privileges and immunities, which will be subject to Section 30 of the Convention on the Privileges and Immunities of the United Nations, any differences arising out of the interpretation or application of this Memorandum will be settled amicably through consultations and negotiations by the Argentine Republic and the United Nations, unless in any case it is agreed by the Argentine Republic and the United Nations to have recourse to another mode of settlement.

15. This Memorandum will come into effect on the date of signature and remain in effect for the duration of the Symposium and for such additional period as is necessary for its preparation and for all matters relating to any of its provisions to be settled.

Signed on September 2017, in duplicate in English language.

For the Argentine Republic

For the United Nations Department of  
Economic and Social Affairs

[Signed] JORGE MARCELO-FAURIE

[Signed] LIU ZHENMIN

Minister of Foreign Affairs and Worship

Under-Secretary-General for Economic and  
Social Affairs

**(e) Agreement between the United Nations and the Government of the Republic of Colombia concerning the status of the United Nations Verification Mission in Colombia. New York, 19 October 2017\***

I. DEFINITIONS

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

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\* Entered into force 19 October 2017 by signature, in accordance with section XI. United Nations registration no. I-54745.

(a) “the Mission” means the United Nations Verification Mission in Colombia, established in accordance with Security Council resolution 2366 (2017) of 10 July 2017;

(b) “Special Representative” means the Special Representative of the Secretary-General and Head of the United Nations Verification 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;
- (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 resolutions 2366 (2017) [of 10 July 2017], 2377 (2017) of 14 September 2017 and 2381 (2017) of 5 October 2017;
- (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, without cost to the Mission where possible, and in agreement with the Special Representative, 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. 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.

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 licenses 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 licenses 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, licenses 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 LICENSES

39. The Government agrees to accept as valid, without tax or fee, a permit or license issued by the Special Representative for the operation by any member of the Mission of any [of] 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 license

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 license 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, licenses 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, licenses 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 licenses 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 19 day of October Two Thousand and Seventeen, 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] JEFFREY FELTMAN

[Signed] MARÍA EMMA MEJÍA VÉLEZ

Under-Secretary-General for Political  
Affairs

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

### 3. United Nations Office for Project Services

#### Agreement between the Government of the Republic of Serbia and the United Nations Office for Project Services concerning the establishment of an Office for the United Nations Office for Project Services in Belgrade, Republic of Serbia. Belgrade, 30 May 2017, and Copenhagen, 30 May 2017\*

This Agreement is entered between the Government of the Republic of Serbia and the United Nations Office for Project Services (“UNOPS”) in order to define the status of the UNOPS Office in the Republic of Serbia (“Host Country”);

*Whereas* UNOPS was established as a separate and identifiable entity by the United Nations General Assembly decision 48/501 of 19 September 1994 to provide, *inter alia*, management and other support services for the benefit of the Member States of the United Nations, impartially, efficiently and on a cost reimbursement basis;

*Whereas* UNOPS 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 Republic of Serbia acceded on 12 March 2001, without reservation;

*Whereas* UNOPS expresses its wish to establish an office in Belgrade, Republic of Serbia;

*Whereas* the Host Country has agreed that UNOPS establishes its seat in Belgrade, Republic of Serbia, for the benefit of its people;

*Now, Therefore* the Host Country and UNOPS have entered into this Agreement in a spirit of friendly co-operation:

#### *Article I. Definitions*

1. For the purposes of this Agreement,

(a) “Archives” means all records, correspondence, documents, manuscripts, computer records, still and motion pictures, film and sound recordings, and any other records belonging to or held by the Office in furtherance of its functions;

(b) “Executive Director” means the Executive Director of UNOPS, who is responsible and accountable to the Secretary-General of the United Nations for all UNOPS functions, activities, and services;

(c) “Experts on mission” means persons, other than Officials of the Office, appointed by and accountable to UNOPS to perform missions at the request of or on behalf of the Office in accordance with Article VI and Section 26 of the Article VII of the General Convention;

(d) “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 Republic of Serbia is a party;

(e) “Head of the Office” means the official appointed by the Executive Director of UNOPS as the Director in charge of the Office in the Host Country;

(f) “Host Country” means the Republic of Serbia;

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\* Entered into force 30 May 2017 by notification, in accordance with article XXII. United Nations registration no. I-54720.

- (g) "Office" means the UNOPS Office in the Host Country;
- (h) "Officials of the Office" means all of the UNOPS staff members assigned to the Office irrespective of their 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;
- (i) "Party" means UNOPS or the Host Country, individually;
- (j) "Parties" means UNOPS and the Host Country, collectively;
- (k) "Premises of the Office" means the building or part of building occupied or used permanently or temporarily by the Office in accordance with this Agreement and with the approval of the Host Country, issued by the Ministry of Foreign Affairs of the Republic of Serbia;
- (l) "Property of the Office" means all property, including funds, income and other assets belonging to or held or administered by the Office in furtherance of its functions;
- (m) "Secretary-General" means the Secretary-General of the United Nations;
- (n) "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 Belgrade, Republic of Serbia, to permit UNOPS to carry out its activities and services.

#### *Article III. Juridical Personality*

1. The Office shall possess juridical personality in the Republic of Serbia. 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 IV. Purpose and Scope of the Agreement*

1. (a) This Agreement regulates the status of the Office in the Host Country, in particular of its premises, officials and experts on mission;
- (b) The modalities of assistance rendered by the Office to the Host Country shall be determined in separate project specific agreements between the Office and the Host Country.

#### *Article V. Application of the General Convention*

The General Convention shall be applicable to the Office, its archives, property, and telecommunications and to its officials and experts on mission assigned to the Office in the Host Country.

*Article VI. Inviolability of the Office*

1. The premises of the Office and its property, archives and telecommunications, wherever located and by whomsoever held, shall be inviolable and enjoy immunity from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action except when in a particular case such immunity has been expressly waived in accordance with the General Convention. However, 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 of the Office can be used for meetings, seminars, exhibitions and other related purposes which are organized by the Office or other United Nations entities.

*Article VII. Security and Protection*

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.

*Article VIII. Communications Facilities*

1. The Office shall enjoy, for its official communications, treatment not less favorable than that accorded by the Host Country to any other accredited diplomatic mission in the Host Country, 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 Host Country 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 emblem of the United Nations, UNOPS or any other United Nations entity 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, UNOPS or any other United Nations entity.

*Article IX. 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 when in a particular case such immunity has expressly been waived in accordance with the General Convention. 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; and

(c) shall enjoy the most favorable, legally available rate of exchange for its financial transactions.

*Article X. Exemption from Taxes, Duties, Import or Export Restrictions*

The Office, its assets, funds and other property shall enjoy:

(a) Exemption from all direct taxes and levies, fees, tolls and duties, with the exception of charges for the usage of public utilities;

(b) Exemption from customs duties, charges and all other levies, as well as from restrictions on the import or export of materials imported or exported by the Office for its official use;

(c) Exemption from all 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 XI. Officials of the Office*

1. Officials shall be granted the privileges, immunities and facilities specified in Articles V and VII of the General Convention.

2. In accordance with the provisions of Section 17 of the General Convention, the Host Country shall be periodically informed of the names of the Officials assigned to the Office.

*Article XII. Head of the Office*

1. The Head of Office shall be the principal channel of communication with the Host Country on all UNOPS matters. Further to the identification of the Head of Office by the Executive Director to the Government, the Head of Office shall have full responsibility and ultimate authority for the UNOPS activities and services in all its aspect in the Host Country. The Head of Office shall maintain liaison on behalf of UNOPS with the appropriate organs of the Host Country, and shall inform it of the policies, criteria and procedures of UNOPS. The Head of Office shall assist the Host Country, as may be required, in the preparation of requests for UNOPS assistance.

2. 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.

3. The privileges, immunities and facilities referred to above shall also be accorded to a spouse and dependent members of the family of the Head of Office.

*Article XIII. Experts on Mission*

Experts on mission who are appointed by and accountable to UNOPS to perform missions for the Office shall be granted the privileges, immunities and facilities specified in Article VI and Section 26 of the Article VII of the General Convention.

*Article XIV. Waiver of Immunity*

Privileges and immunities referred to in this Agreement are granted in the interest of the United Nations and not for the personal benefit of the persons to which such privileges and immunities are being granted. The right and the duty to waive the immunity of these persons, in any case where it can be waived without prejudice to the interests of the United Nations shall lie with the Secretary-General of the United Nations.

*Article XV. Entry into, exit from, movement and sojourn within the Host Country*

All persons referred to in this Agreement shall have the right of unimpeded entry into, exit from, sojourn and free movement within the Host Country. Visas, entry permits or licenses, where required, shall be granted as promptly as possible and free of charge.

*Article XVI. United Nations Laissez-Passer, Certificates and Visas*

1. The Host Country shall recognize and accept the United Nations *laissez-passer* issued to Officials of the Office and any other United Nations entity as a valid travel document.
2. In accordance with the provisions of Section 26 of the General Convention, the Host Country shall recognize and accept the United Nations certificate issued to Experts on Mission and other persons travelling on business for UNOPS or any other person 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 licenses, 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.

*Article XVII. Identification Cards*

1. Once notified by the Head of the Office, the Host Country shall issue identification cards to all persons referred to in this Agreement, certifying their status under this Agreement.
2. Upon the demand of an authorized official of the Host Country, persons referred to in this Agreement shall be required to present, without having to surrender, their identification cards.

*Article XVIII. 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 XIX. Cooperation with the Host Country*

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 Office shall cooperate at all times with the Host Country 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 XX. 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 XXI. Settlement of disputes*

Any dispute between the Office and the Host Country 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 sixty (60) days of the request for arbitration, a Party has not appointed an arbitrator, or if, within thirty (30) 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. The fees and 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 XXII. Final Provisions*

1. This Agreement may be modified by written agreement between the Parties hereto.

2. This Agreement may be terminated by either Party by written notice to the other and shall terminate three months after receipt of such notice. Notwithstanding any such notice of termination, this Agreement shall remain in force to allow the completion of the Office's operations of in the Host Country, the liquidation of its properties, to settle all pending matters relating to the implementation of this Agreement and the resolution of any dispute between the Parties in relation to this Agreement.

3. The obligations assumed by the Host Country shall survive the termination of this Agreement, to the extent necessary to permit orderly withdrawal of the property and archives, of the Office and of its officials, expert on missions and other relevant persons under this Agreement.

4. This agreement shall be signed in English and Serbian languages. The English version shall prevail in the event of any inconsistencies.

5. This Agreement shall be subject to the signature of both Parties. It shall enter into force after UNOPS receives the notification from the Host Country confirming that it has been ratified in accordance with its internal procedures.

*In Witness Whereof*, the undersigned, duly appointed representatives of the Parties, have signed the present Agreement between the Government of the Republic of Serbia and the United Nations Office for Project Services on this 30 day of May 2017 in Belgrade, and on this ... of ... 2017 in Copenhagen, in four originals, two copies in English and two copies in Serbian language.

For the Government of the Republic of  
Serbia

For the United Nations Office for Project  
Services

[Signed]

[Signed]

The First Deputy Prime Minister and  
Minister of Foreign Affairs

Under-Secretary General and Executive  
Director

#### 4. United Nations Human Settlements Programme

**Agreement between the United Nations, represented by the United Nations Human Settlements Programme (UN-HABITAT) and the Government of the Republic of Tunisia on the establishment of a country office in the Republic of Tunisia.  
Paris, 16 May 2017\***

*Considering* that the United Nations Human Settlements Programme (UNHSP), or UN-Habitat, was originally established as the United Nations Centre for Human Settlements (Habitat) in accordance with United Nations General Assembly resolution 32/162 of 19 December 1977. The Centre, located in Nairobi, Kenya, was subsequently transformed into a subsidiary organ of the General Assembly pursuant to resolution 56/206 of 21 December 2001 (known as “UN-Habitat”). This body is the agency responsible for coordinating human settlements activities within the United Nations system and the focal point for the monitoring, evaluation and implementation of the Habitat Agenda. It also manages the human settlements tasks in section 21 of the Agenda. In addition it is responsible for promoting and consolidating collaboration with partners, including local authorities, private companies and non-governmental organizations, for the implementation of the Habitat Agenda and the achievement of the Millennium Development Goals, in particular target 7.D: to achieve, by 2020, a significant improvement in the lives of at least 100 million slum dwellers,

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\* Entered into force 16 May 2017 by signature, in accordance with article XXVI. United Nations registration no. I-54847.

*Considering* that the Government of the Republic of Tunisia, hereinafter referred to as “the Government”, after consultation with UN-Habitat, wishes to promote international cooperation in the field of habitat and urban development in the Republic of Tunisia,

*Considering* that consultations have taken place between UN-Habitat and the Government of the Republic of Tunisia (hereinafter referred to as “the Government”) with a view to establishing in the city of Tunis a UN-Habitat Country Office in the Republic of Tunisia (hereinafter referred to as the “Office”),

*Considering* that the Government has agreed with UN-Habitat to establish the Office in the Republic of Tunisia in the city of Tunis with a view to promoting international cooperation in the field of habitat and urban development in the Republic of Tunisia,

*Wishing* to note, through this Agreement, all matters that may relate to the establishment and proper functioning of the Office,

The United Nations, represented by UN-Habitat, and the Government of the Republic of Tunisia (hereinafter referred to as “the Parties”) have agreed as follows:

#### *Article I. Definitions*

1. For the purposes of this Agreement:

- (a) “Host Country” means the Government of the Republic of Tunisia;
- (b) “Government” means the Government of the Republic of Tunisia;
- (c) “Head of the Office” means the official in charge of the Office;
- (d) “Experts on mission” means persons, other than United Nations officials, who perform missions at the request of or on behalf of the Country Office or other United Nations entity;
- (e) “Officials” means all staff members of the Country Office, irrespective of nationality, with the exception of those who are recruited locally and are assigned to hourly rates, as provided for in General Assembly resolution 76 (I) of 7 December 1946;
- (f) “Persons providing services” means contractors, field experts, volunteers, consultants, as well as legal and natural persons and their employees;
- (g) “Convention” means the Convention on the Privileges and Immunities of the United Nations, adopted by the United Nations General Assembly on 13 February 1946, to which [the Host Country] is a party;
- (h) “Competent authorities” means central, local and other authorities under the law of the Host Country;
- (i) “Premises of the Office” means the building, and structures or portions thereof, that at any given moment are physically occupied by the Office or used for meetings convened [in the Republic of Tunisia] by the Office, or any other land or any other buildings that may from time to time be made part of the headquarters, on a temporary or permanent basis, in accordance with this Agreement or a supplementary agreement concluded with the Republic of Tunisia;
- (j) “Archives of the County Office” means all records, correspondence, documents, manuscripts, computer records, still or moving images, films and sound recordings belonging to or held by the Country Office for the performance of its functions;

(k) “Property of the Country Office” means all property of the Office, including funds, income and other assets belonging to the Office or held or administered by the Office for the performance of its functions;

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

(m) “Telecommunications” means any issuance, transmission or receipt of written or verbal information, images, sound or any other information by cable, radio, satellite, optical fibre or any other electronic or electromagnetic means.

#### *Article II. Purpose of the Agreement*

1. This Agreement sets out the basic conditions and procedures for the establishment and functioning of the Country Office, as well as its status and the status of its staff and premises, and the framework for cooperation with the Government.

2. It covers all the assistance to be provided by UN-Habitat in that regard.

3. This Agreement also applies to project documents and other texts drawn up by the Parties by mutual agreement to define the aim of such assistance and the respective responsibilities of the Parties.

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

1. The Country Office shall have its headquarters in Tunis, Republic of Tunisia.

2. The Government shall ensure that the treatment accorded to the Country Office is equal and identical to that accorded to any other foreign mission accredited to the Host Country.

3. All buildings and premises, located in Tunis or in another governorate of the Republic of Tunisia, that are, with the consent of the Government, used for meetings, seminars, training courses, symposiums, workshops or similar activities organized by the United Nations shall be temporarily considered premises of the Office. This agreement shall apply *mutatis mutandis* to all meetings, seminars, training courses, symposiums, workshops and other activities for their duration.

4. The Country Office shall strive to:

(a) promote international and regional cooperation to advance the implementation of the New Urban Agenda;

(b) obtain, in cooperation with UN-Habitat headquarters, the funds necessary for the development and implementation of activities in the Republic of Tunisia;

(c) promote and implement the operational activities of UN-Habitat in the Republic of Tunisia;

(d) cooperate with regional and international organizations, the national Government and local authorities;

(e) organize international and regional conferences on human settlements issues, to which participants from all States Members of the United Nations shall be invited; and

(f) promote the implementation in the Republic of Tunisia of the global programmes and international campaigns of UN-Habitat.

5. Juridical personality

(a) The Office shall possess juridical personality in the Host Country. It shall have the capacity:

- (i) To contract;
- (ii) To acquire and dispose of immovable and movable property; and
- (iii) To institute legal proceedings.

(b) For the purposes of this Agreement, the Country Office shall be represented by the Head of the Office.

*Article IV. Assessed financial contribution to programme and other costs*

1. The Government shall transfer to the technical cooperation account of UN-Habitat an annual amount of \$100,000 (one hundred thousand United States dollars) to cover the costs of the Office, staff and temporary staff, excluding international communications costs.

2. The amount of the contribution intended to cover UN-Habitat costs shall be determined in accordance with the regulatory procedures of the United Nations.

3. The Government shall provide to the Office of UN-Habitat, free of charge and as soon as possible following the entry into force of this Agreement, appropriate premises in the vicinity of the Ministry of Housing. Such premises must meet the United Nations minimum operating security standards relating to security and protection.

4. The Government shall transfer to UN-Habitat an amount of \$50,000 (fifty thousand United States dollars) for the purposes of establishing the Office and purchasing a vehicle to be used by staff of the Office.

5. The funds transferred to UN-Habitat shall be managed in accordance with United Nations rules of procedure and financial regulations

*Article V. Inviolability of the Country Office*

1. The premises of the Country Office shall be inviolable. The property, funds and assets of the Office, 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.

2. The competent authorities shall not enter the premises of the Country Office except with the express consent of and under the conditions approved by the Head of the Office. In the event of fire or other emergency requiring urgent protection measures, 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 of the Office may be used for meetings, seminars, exhibitions and other similar activities organized by the Office, the United Nations or other related organizations.

4. The records and archives of the Country Office, and in general all documents belonging to it or held by it, shall be inviolable, wherever located and by whomsoever held.

*Article VI. Security and protection*

1. The competent authorities shall ensure the security and protection of the premises of the Country Office in accordance with the established and recognized regulations for diplomatic and foreign missions in the country.
2. The competent authorities shall take, as appropriate, specific measures required to adequately ensure the security, safety and protection of persons referred to in this Agreement, indispensable for the proper functioning of the Country Office, free from interference of any kind.

*Article VII. Public services*

1. The competent authorities shall facilitate, at the request of the Head of the Office and under conditions not less favourable than those accorded by the Government to any accredited diplomatic mission in the country, access to the public services required by the Country Office, including, but not limited to, public networks and communications services.
2. In the event that the public services referred to in paragraph (a) above are provided to the Country Office by the competent authorities, or where the prices of those services are regulated by the competent authorities, the rates charged shall not exceed the lowest comparable rates accorded to accredited diplomatic missions in the country.
3. In case of *force majeure* resulting in a complete or partial disruption of the above-mentioned services, the Country Office shall, for the performance of its functions, be accorded the same priority as essential public 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 VIII. Communications*

1. The Country Office shall enjoy in respect of its official communications treatment not less favourable than that accorded by the Government to any diplomatic mission or nongovernmental organization in the matter of installation and operation, priorities, rates and taxes for the following forms of communication in particular: telegrams, telefaxes, satellite links, telephone, electronic mail and other communications; and rates for information to the press and radio.
2. The Government shall ensure the inviolability of the official communications and correspondence of the Office, whatever the means of communication employed, and shall impose no censorship on such communications or correspondence.
3. The Office has the right to operate communications equipment, in particular satellite communications equipment, to use cables and to dispatch and receive its correspondence by mail or sealed bag, which shall have the same privileges and immunities as diplomatic mail and bags.

*Article IX. Funds, assets and other property*

1. The Office, its property, funds and assets, wherever located and by whomsoever held, shall enjoy immunity from legal process except to the extent that the Secretary-General

of the United Nations expressly waives that immunity in a particular case. It is, however, understood that no waiver of immunity shall extend to any enforcement measure.

2. The property and assets of the Country Office cannot be restricted by financial controls, regulations or moratoriums of any kind, and the Country Office may:

- (a) Hold and use funds, currency and negotiable instruments of any kind, have and operate accounts in any currency and convert any currency held by it into any other currency;
- (b) Transfer its funds or currency from one country to another or within any country; and
- (c) Enjoy the most favourable legally available rate of exchange for its financial transactions.

*Article X. Exemption from taxes, customs duties and restrictions on imports and exports*

1. The Country Office, its funds, assets, income and other property shall be exempt from:

(a) All direct and indirect taxes and levies, including value added tax; it is understood, however, that the Country Office will not claim exemption from taxes which are no more than charges for public services that are rendered by the competent authorities or by a company under the laws and regulations of the Host Country at a rate fixed according to the amount of services provided and that can be specifically defined, described and itemized;

(b) Customs duties, prohibitions and restrictions on articles imported or exported by the Country Office for its official use; it is understood that articles imported under such exemptions will not be sold in the Host Country except under conditions agreed with the competent authorities; and

(c) Customs duties and prohibitions and restrictions on imports and exports in respect of publications, still and moving images, films, tapes, audio devices and sound recordings exported or published by the Office within the framework of its official activities.

*Article XI. Participation 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 Country Office, the Organization or other related organizations shall, while exercising their functions, enjoy the privileges and immunities set out in article IV of the Convention.

2. The Government, in accordance with relevant United Nations principles and practices and this Agreement, shall secure complete freedom of expression for all participants in meetings, seminars, training courses, symposiums, workshops and similar activities organized by the Country Office and other relevant organizations. All participants and persons exercising functions in connection with meetings, seminars, training courses, symposiums, workshops and similar activities organized by the Country Office and other related organizations shall enjoy such privileges, immunities and facilities as are necessary for their participation and the independent exercise of their functions. In particular, all participants and persons exercising functions in connection with meetings, seminars, training courses, symposiums, workshops and similar activities organized by the Country Office and other related organizations shall enjoy immunity from legal process in respect of words spoken or written and acts done by them in connection with such meetings, seminars, training courses, symposiums, workshops and similar activities.

*Article XII. Privileges and immunities*

1. The Convention referred to in Article I of this Agreement shall apply *mutatis mutandis* to the Office and its property, funds and assets, officials, experts on mission and persons providing services in the Host Country.

*A. Head of the Office and high-ranking officials*

1. The Head of the Office shall enjoy the privileges, immunities, exemptions and facilities normally accorded to the heads of diplomatic missions to the Host Country. Furthermore, without prejudice to the other provisions of this Agreement, all officials in the Country Office at the P/L-5 level or higher shall enjoy the privileges, immunities and facilities accorded to diplomatic staff at missions to the Host Country. Their names shall be included on the diplomatic list.

2. The privileges, immunities and facilities referred to in paragraph 1 above shall also be accorded to the spouses and dependent family members of the officials concerned.

*B. Status of the officials of the Country Office*

1. The officials of the Country Office shall enjoy the following privileges, immunities and facilities within the Host Country:

(a) Immunity from legal process in respect of words spoken or written and all acts done by them in their official capacity; such immunity shall continue to be accorded to them after termination of their employment with the United Nations;

(b) Immunity from personal arrest or detention and from seizure of their personal and official effects and baggage, except in cases of *flagrante delicto*; in such cases, the appropriate authorities shall immediately inform the Head of the Office of the arrest or detention or of the seizure;

(c) Exemption from taxation on United Nations salaries and emoluments; exemption from taxes on all their income and property, and those of their spouses and dependent family members, provided that such income derives from sources outside the Host Country and that such property is located outside the Host Country;

(d) Exemption from military service and all national service obligations;

(e) Exemption in respect of themselves, their spouses and dependent family members from immigration restrictions and alien registration;

(f) The same privileges in respect of exchange facilities as are accorded to the officials of comparable ranks forming part of diplomatic missions to the Host Country;

(g) The same protection and the same repatriation facilities for themselves, their spouses and dependent family members in time of international crisis as are accorded to diplomatic envoys;

(h) The right to import, free of customs taxes and other fees, in one or more consignments:

— Limited quantities of certain articles intended for personal use or consumption that may not be gifted or sold;

— A motor vehicle, free of customs and excise duties, including value added tax, in accordance with the regulations applicable in the Host Country, to diplomatic representatives to the country and/or members of international organizations who live in the country; the right to import a motor vehicle shall be renewed every three years; a

vehicle imported in accordance with these provisions may be sold under conditions agreed with the Host Country; and

— The right to export, upon cessation of their employment in the Host Country, their furniture and personal effects, including motor vehicles, free of duties and taxes.

2. Officials who are nationals of or who have permanent resident status in the Host Country shall enjoy the privileges and immunities set out in section 18 of the Convention referred to in article I of this Agreement.

3. In accordance with section 17 of the Convention, the names of the officials shall from time to time be made known to the competent authorities.

*C. Experts on mission*

1. Experts (other than officials) performing missions for the United Nations shall enjoy, during the period of their missions, including the time spent on journeys, the privileges and immunities set out in articles VI and VII of the Convention.

2. Experts on mission shall be exempt from taxation on the salaries and emoluments paid by the Office and may enjoy other privileges, immunities and facilities agreed by the Parties.

3. Experts on mission who are nationals of or who have permanent resident status in the Host Country shall enjoy only the privileges and immunities set out in articles VI and VII of the Convention.

*Article XIII. Persons providing services*

1. The Government shall accord to all persons providing services to or on behalf of the Country Office the same privileges and immunities as are accorded to the officials of the Country Office.

*Article XIV. Staff recruited locally and assigned to hourly rates*

1. The conditions of employment for persons recruited locally and assigned to hourly rates shall be governed by the resolutions, decisions, regulations and rules, and policies of relevant United Nations bodies.

2. Staff recruited in the Host Country who are assigned to hourly rates to provide services to the Country Office 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 to be accorded to them after termination of their employment with the United Nations.

*Article XV. Waiver of immunity*

1. The privileges and immunities referred to in the articles above are accorded to the persons concerned solely in the interests of the United Nations and not for the personal benefit of the individuals themselves. The Secretary-General shall have the right and the duty to waive the immunity of those persons 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 United Nations.

*Article XVI. Freedom of movement*

1. All persons referred to in this Agreement, including participants in meetings (seminars, training courses, symposiums, workshops and similar activities) shall be authorized to enter, exit, stay unimpeded and move freely in the Host Country.
2. Visas and entry permits shall, as necessary, be issued free of charge and as promptly as possible.

*Article XVII. Laissez-passer: certificates and visas*

1. The Government shall recognize and accept United Nations *laissez-passer* issued to Officials as valid travel documents:
  - (a) In accordance with section 26 of the Convention, the competent authorities shall recognize and accept certificates issued by the United Nations for experts on mission and other persons travelling on the business of the United Nations;
  - (b) All persons referred to in this Agreement shall be granted facilities for speedy travel. Visas and entry and exit permits shall, as required, be issued free of charge to persons referred to in this Agreement, their dependents and all other persons invited by the Country Office as part of the official activities of the Office; and
  - (c) Similar facilities to those specified in paragraph (b) above shall be accorded to experts on mission and other persons who, though not holders of United Nations *laissez-passer*, are recognized by the Office as travelling on official business of the United Nations.

*Article XVIII. Identification*

1. At the request of the Head of the Office, the Government shall issue to persons referred to in this Agreement identification documents required to confirm their status under this Agreement.
2. Persons referred to in this Agreement shall be required to show, but not to hand over, their identification documents to any authorized Government official who requests to see them.

*Article XIX. Flags, emblems and markings*

1. The Country Office may fly or display flags and/or emblems of the United Nations on its premises and official vehicles.

*Article XX. Social security*

1. The United Nations Joint Staff Pension Fund shall enjoy legal capacity in the Host Country and 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, since officials of the Organization are covered by the Staff Regulations and Rules of the United Nations, including article VI thereof, which establishes a comprehensive regime for social security, the United Nations, the Country Office and its staff members, irrespective of nationality, shall be exempt from the application of the laws of the Host Country relating to the coverage of and mandatory contributions to its social security schemes while exercising their functions in connection with the United Nations.

3. The provisions of paragraph 1 above shall apply *mutatis mutandis* to the family members forming part of the households of the persons referred to in that paragraph, unless they are employed or self-employed in the Host Country or receive social security benefits from the Host Country.

*Article XXI. Access to the labour market for family members and issuance of visas and residence permits to household employees*

1. The Government shall undertake to grant work permits to the spouses of officials of the Country Office and their 21-year-old or economically dependent children.

2. The Government shall undertake to issue visas and residence permits and all other documents, as necessary, to the household employees of officials of the Country Office as promptly as possible.

3. The Government shall undertake to help, to the extent possible, officials, experts on missions and persons providing services to obtain residential accommodation.

*Article XXII. Cooperation between the Government and the United Nations*

1. Without prejudice to their recognized privileges and immunities, the persons who enjoy these privileges and immunities shall be required to abide by the laws of the Host Country and to refrain from any interference in the internal affairs of the Host Country.

2. The United Nations shall cooperate at all times with the competent authorities to facilitate the proper administration of justice, ensure the enforcement of police regulations and prevent the occurrence of any abuse in connection with the privileges, immunities and facilities mentioned in this Agreement.

*Article XXIII. Responsibility*

1. The Government shall bear all risks of operations carried out under this Agreement.

2. In particular, the Government shall be required to deal with any claims resulting from operations under this Agreement or that are directly attributable to it which may be brought by third parties against the Organization, its officials, experts on mission, persons providing services or participants in meetings, seminars, training courses, symposiums, workshops and similar activities organized by the Office or a related organization, and it shall indemnify and exonerate the United Nations and its personnel in respect of such claims, unless the Parties agree that the claim or liability was caused by gross negligence or intentional harm.

*Article XXIV. Supplementary agreements*

1. Administrative and financial arrangements concerning the Country Office may be made, as needed, through supplementary agreements.

2. The Parties may conclude any other supplementary agreement they deem necessary.

*Article XXV. Settlement of disputes*

1. Any dispute between the parties arising from or relating to this Agreement that is not settled by negotiations or any other agreed mode of settlement shall be referred at the request of either party to a tribunal of three arbitrators, one of whom shall be appointed by

the Secretary-General of the United Nations, one to be appointed by the Government and the third, who shall be the Chair, to be chosen by the two other arbitrators. If either Party fails to appoint an arbitrator within three months of the appointment of the arbitrator by the other Party, or if the first two arbitrators should fail to appoint the Chair within three months of the appointment of the second arbitrator, the President of the International Court of Justice shall nominate such arbitrators at the request of either party. Except as otherwise agreed by the parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.

*Article XXVI. Final provisions*

1. It is the understanding of the Parties that, if the Host Country enters into an agreement with an intergovernmental organization containing terms and conditions more favourable than those under this Agreement, such terms and conditions shall be extended to the Office, at its request, by means of a supplemental agreement. The implementation of this Agreement must not conflict with existing and former national laws and international instruments in this area and shall have no effect whatsoever on the sovereignty and security of the State.

2. This agreement may be modified by mutual consent through an exchange of letters in which the Parties express their intention to that effect.

3. This Agreement shall remain in force for an unlimited period. Either Party may terminate this agreement by written notification to the other Party. In such a case, this Agreement shall expire 12 months from the date of receipt of such notification. The obligations assumed by the Government shall remain in effect following the termination of the Agreement for the period of time necessary to permit the orderly withdrawal of the property, funds and assets of the Office and the resolution of any pending dispute in accordance with article XXV of this Agreement.

4. This Agreement shall enter into force on the date on which it is signed by both Parties.

5. This Agreement was concluded and signed at Paris, France, on 16 May 2017, in two originals in the French language and two originals in the Arabic language, the two versions being identical and authentic.

For the Government of the Republic of  
Tunisia

For the United Nations, represented by  
UN-Habitat

[Signed] MOHAMED SALAH ARFAOUI

[Signed] JOAN CLOS

Minister of Infrastructure, Housing and  
Spatial Planning

Executive Director

**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 2017, Brunei Darussalam acceded to the Convention and undertook to apply the provisions of the Convention to the International Monetary Fund. As at 31 December 2017, there were 128 States parties to the Convention.\*\*

**2. International Labour Organization**

On 20 January 2017, an agreement concerning the status of the International Labour Organization in Côte d'Ivoire was concluded and entered provisionally into force.\*\*\* The Agreement will enter into force definitely upon the Government's notification of the completion of its internal procedures providing for the final approval of the Agreement.

**3. Food and Agriculture Organization**

**(a) Agreements regarding the establishment of FAO Representations  
and Offices**

The legal status, privileges and immunities enjoyed by FAO offices, its personnel and assets are confirmed in agreements concluded with the host countries. An agreement concerning the establishment of an FAO Representation was concluded with the Republic of South Sudan on 21 June 2017. An agreement was also concluded with the United Mexican States on 13 October 2017 for the transformation of the FAO Representation into an FAO Partnership and Liaison Office, as well as with the Republic of Costa Rica on 27 January 2017 amending the existing Host Country Agreement to allow for multiple accreditations of the designated FAO Representative to cover a number of FAO offices in the region. Finally, an agreement was concluded on 21 August 2017 with the Republic of Armenia. This agreement, which operates alongside the existing agreement concerning the establishment of the FAO Representation in Armenia, addresses delivery of technical assistance within that country.

**(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

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\* 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>.

\*\*\* Not reproduced herein. For the text, see [https://www.ilo.org/dyn/legprot/en/f?p=2200:10002:13334682749328::NO:10002:P10002\\_COUNTRY\\_ID:103023:NO](https://www.ilo.org/dyn/legprot/en/f?p=2200:10002:13334682749328::NO:10002:P10002_COUNTRY_ID:103023:NO).

the privileges and immunities and other facilities that the Organization and participants (delegations and observers) will enjoy for the purpose of the meeting, and to address any potential liabilities of the Organization. These agreements are based on a standard Memorandum of Responsibilities. During 2017, Memoranda of Responsibilities were concluded with Austria, Brazil, Canada, Finland, France, Germany, Ireland, Korea, Mali, Mexico, Montenegro, Norway, Oman, Panama, Paraguay, Poland, Rwanda, Slovenia, Switzerland, Tanzania, and Turkey for hosting sessions of FAO Governing and Statutory Bodies to be held in 2017 and 2018.

### **(c) Agreements concerning FAO technical assistance activities**

In accordance with Article XVI of the FAO Constitution, and in line with longstanding practice, a number of agreements were concluded with FAO members concerning technical assistance activities to be conducted within those States. 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 continued to be a matter of particular attention in 2017. For example, the FAO was requested to clarify to a local tax authority the meaning of “important purchases” of goods and services provided to the Organization within the context of the principle of remission or return of the amount of Value-Added Tax under the relevant international treaties. The Organization also addressed an increasing number of requests aimed at applying regional and/or national sanctions regimes to the FAO, as well as national money laundering and counter-terrorism provisions. Moreover, in 2017 several resource partners raised questions concerning the applicability of national freedom of information laws.

In all the above cases, the FAO has sought to maintain its status as a UN Common System Organization and the privileges and immunities it enjoys under the FAO Constitution, the 1947 Convention on Privileges and Immunities of the Specialized Agencies (“CPISA”), and relevant bilateral agreements, noting that its technical assistance activities are official functions of the Organization as reflected in Article I of the FAO Constitution.

### **(d) Employment-related matters**

During 2017, the FAO continued to address claims by staff and non-staff personnel before national authorities concerning employment-related matters. Many of these matters related to the payment of benefits, including social security benefits, on the basis of national legislation.

The FAO maintained the established position of the UN System. In these cases, the FAO recalled its immunity from every form of legal process, the international character of the employment relationship between the Organization and its personnel, the application of the Organization’s rules—as distinct from national laws and procedures—to the employment contracts, and the provision for alternative dispute settlement mechanisms under the Organization’s legal framework.

#### 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.”

In 2017, for such agreements, UNESCO decided to include the following new provision concerning security and safety:

##### “SECURITY

The Government of (Country) shall be responsible for providing at its expense, such police protection and security as may be required to ensure the efficient functioning of all pre-session meetings, meetings and sessions of the main conferences and any other meetings linked to the event, in a calm and serene ambiance and without interference of any kind.

Such police service shall be under the direct supervision and control of a senior officer to be designated by the Government of (Country). He/she shall work in close coordination and cooperation, including at distance, with the senior security liaison officer and Event Security Coordinator (ESC) appointed by UNESCO for this purpose, so as to ensure a proper atmosphere of security and tranquility. Mr/Madame XXX, Field Security Coordination Officer and Deputy Chief of Security, has been assigned to act as point of contact and is UNESCO’s event security coordinator for this activity. On the Host Country side, Mr/Madame XXX will act as its designated Senior Security Officer (SSO).

In accordance with the UNDSS Framework for Accountability, the UN Designated Official for (Country) is responsible for the security of United Nations personnel, premises, and assets throughout the country and must be kept informed throughout the process. The name of the responsible officers for security shall be communicated to UNDSS by respectively the Host Country and UNESCO, not later than a month before the event.

Security within and outside the Conference Premises shall be the responsibility of the host country, in close coordination and collaboration with UNESCO.\*

## 5. United Nations Industrial Development Organization

### (a) Grant agreement between UNIDO and the United States Agency for International Development regarding implementation of a project in Morocco entitled “H2O Maghreb Partnership Project”, signed on 28 April 2017\*

#### ATTACHMENT B—PROGRAM DESCRIPTION LEGAL FRAMEWORK

The project will be governed by the provisions of the Standard Basic Cooperation Agreement between the Kingdom of Morocco and UNIDO concluded on 6th September 1988 in Vienna.

#### ATTACHMENT C—STANDARD PROVISIONS

#### II. REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR COST-TYPE AWARDS TO PUBLIC INTERNATIONAL ORGANIZATIONS

##### 4. *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).

### (b) Basic cooperation agreement between UNIDO and the Government of Iraq, signed on 30 June 2017

#### *Article X. Privileges and Immunities*

1. The Government shall apply to UNIDO, including its organs, property, funds and assets, and to its officials, including the UNIDO Representative in Iraq, and his or her staff in the country, the provisions of the Convention on the Privileges and Immunities of the United Nations, except that if the Government has acceded in respect of UNIDO to the Convention on the Privileges and Immunities of the Specialized Agencies, the Government shall apply the provisions of the latter Convention, including Annex XVII thereof relating to UNIDO.

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

3. (a) Except as the Government and UNIDO may otherwise agree in Project Documents relating to specific projects, the Government shall grant all persons, other than

\* Entered into force on 28 April 2017.

Government nationals employed locally, performing services on behalf of UNIDO, who are not covered by paragraphs 1 and 2 above, the same privileges and immunities as are granted to officials under Section 18 or 19, respectively, of the Conventions on the Privileges and Immunities of the United Nations or of the Specialized Agencies, as applicable;

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

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

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

**(c) Contribution arrangement between UNIDO and the Department of Natural Resources of Canada regarding implementation of a project entitled “Support and operation of the Clean Energy Ministerial’s (CEM) Energy Management Working Group (EMWG)”, signed on 7 and 8 November 2017\***

#### *9. Privileges and Immunities*

9.01 Nothing in or related to this Contribution Arrangement will be deemed to constitute any waiver, express or implied, of the immunities, privileges, exemptions and facilities enjoyed by the Participants under international law, international Conventions or Arrangements; or the domestic legislation and laws of the Recipient’s Member States.”

**(d) Letter of agreement between UNIDO and the Swiss Confederation, through the State Secretariat for Economic Affairs regarding implementation of a project entitled “Global Quality and Standards Programme”, signed on 27 November 2017\*\***

19. Nothing in or relating to this Agreement shall be deemed a waiver of any of the privileges and immunities of UNIDO and no provision of this Agreement shall be interpreted or applied in a manner, or to an extent, inconsistent with such privileges and immunities.

\* Entered into force on 8 November 2017.

\*\* Entered into force on 27 November 2017.

**(e) Trust fund agreement between UNIDO and the Federal Ministry of Science, Research and Economy of the Republic of Austria regarding implementation of a project entitled “Private Financing Advisory Network”, signed on 5 December 2017\***

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.

## 6. International Criminal Court

### (a) Rome Statute of the International Criminal Court\*\*

On 27 October 2017, Burundi’s withdrawal from the Rome Statute of the International Criminal Court (the “Rome Statute”) took effect.

### (b) Amendment(s) to the Rome Statute

On 14 December 2017, at its 12th plenary meeting, the Assembly of States Parties (“ASP”) adopted three amendments to article 8(2)(b) and to article 8(2)(e) of the Rome Statute, which are subject to ratification or acceptance and shall enter into force in accordance with article 121(5) of the Rome Statute.

(i) *Amendment to be inserted as article 8(2)(b)(xxvii) and article 8(2)(e)(xvi) of the Rome Statute*

“Employing weapons, which use microbial or other biological agents, or toxins, whatever their origin or method of production;”.

(ii) *Amendment to be inserted as article 8(2)(b)(xxviii) and article 8(2)(e)(xvii) of the Rome Statute*

“Employing weapons the primary effect of which is to injure by fragments which in the human body escape detection by X-rays;”.

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\* Entered into force on 5 December 2017.

\*\* United Nations, *Treaty Series*, vol. 2187, p. 3.

(iii) *Amendment to be inserted as article 8(2)(b)(xxix) and article 8(2)(e)(xviii) of the Rome Statute*

“Employing laser weapons specifically designed, as their sole combat function or as one of their combat functions, to cause permanent blindness to unenhanced vision, that is to the naked eye or to the eye with corrective eyesight devices;”

**(c) Ratification/Acceptance of amendments to the Rome Statute**

(i) *Amendment to article 8(2)(e) of the Rome Statute*

Portugal, Argentina, Panama and State of Palestine ratified the amendment to article 8 of the Rome Statute<sup>\*</sup> on 11 April, 28 April, 6 December and 29 December 2017, respectively.

(ii) *Amendments on the crime of aggression to the Rome Statute of the International Criminal Court*

Portugal, Argentina and Panama ratified the amendments to the Rome Statute on the crime of aggression on 11 April, 28 April and 6 December 2017, respectively.<sup>\*\*</sup>

(iii) *Amendment to article 124 of the Rome Statute*

Portugal and Austria ratified the amendment to article 124 of the Rome Statute on 11 April and 22 September, respectively. The Netherlands accepted the amendment on 20 March 2017.<sup>\*\*\*</sup>

**(d) Agreement on the Privileges and Immunities of the ICC**

On 17 January 2017, Peru ratified the Agreement on the Privileges and Immunities of the ICC. On 17 May 2017, the Republic of Moldova acceded to the Agreement on the Privileges and Immunities of the ICC.<sup>\*\*\*\*</sup>

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<sup>\*</sup> The amendment entered into force in accordance with article 121(5) of the Rome Statute on 26 September 2012.

<sup>\*\*</sup> United Nations, *Treaty Series*, vol. 2922, p.199.

<sup>\*\*\*</sup> In accordance with article 121(4) of the Rome Statute, the amendment has not yet entered into force.

<sup>\*\*\*\*</sup> United Nations, *Treaty Series*, vol. 2271, p. 3.