

Extract from:

UNITED NATIONS JURIDICAL YEARBOOK

2018

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 2018, no State acceded to the Convention. As at 31 December 2018, there were 162 States parties to the Convention.***

2. Agreements relating to missions, offices and meetings

Memorandum of Understanding between the United Nations represented by the United Nations Mine Action Service and the Syrian Arab Republic Damascus, 4 July 2018****

Whereas, the General Assembly of the United Nations has established the United Nations Mine Action Service (hereinafter “UNMAS”) under A/RES/53/26 (1998) and mandates it to serve as the coordinator for mine action within the United Nations under A/RES/70/80;

Whereas, the General Assembly of the United Nations has established the United Nations Office for Project Services (hereinafter “UNOPS”) through decision 48/501 of 19 September 1994 to provide, *inter alia*, management and other support services for the benefit of the member countries of the United Nations, impartially, efficiently and on a cost reimbursement basis;

* 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 4 July 2018 by signature, in accordance with article XXII. United Nations, *Treaty Series*, vol. 3258, no. I-55284.

Whereas, UNMAS utilizes the administrative and other support services provided by UNOPS in the execution of mine action programmes;

Whereas, the Government of the Syrian Arab Republic (hereinafter “Government”) requested the United Nations as represented by UNMAS to conduct humanitarian mine action activities;

Whereas, the United Nations agreed to provide such assistance upon the terms set out in this Agreement,

Now, therefore the United Nations and the Government, hereinafter collectively referred to as “the Parties” and each a “Party”, have entered into this Agreement in a spirit of friendly co-operation:

Article I. Definitions

1. For the purposes of this Agreement,

- (a) “Host Country” means the Syrian Arab Republic;
- (b) “Government” means the Government of the Syrian Arab Republic;
- (c) “the Parties” means the United Nations and the Government;
- (d) “the Programme” means UNMAS Syria Response;
- (e) “Head of the Programme” is the senior representative of the UNMAS Syria Response Programme acting under the delegated authority of the Director of UNMAS;
- (f) “Personnel of the Programme” means the UNMAS Syria Response staff;
- (g) “the General Convention” means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly on 13 February 1946,* to which the Syrian Arab Republic is a Party;
- (h) “Competent authorities” means central, local and other authorities under the laws of the Host Country;
- (i) “Premises of the Programme” means the building or part of building occupied by the Programme in the Syrian Arab Republic, including any other land, buildings or platforms that may from time to time be included, temporarily, in accordance with this Agreement or by Supplementary Agreements entered into with the Government;
- (j) “Archives of the Programme” means all records, correspondence, documents, manuscripts, computer records, still and motion pictures, film and sound recordings, belonging to or held by the Programme in furtherance of its functions;
- (k) “Property of the Programme” means all property, including funds, income and other assets belonging to the Programme or held or administered by the Programme in furtherance of the functions of the Programme;
- (l) “the Secretary-General” means the Secretary-General of the United Nations;
- (m) and “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.

* Convention on the Privileges and Immunities of the United Nations (New York, 13 February 1946), United Nations, *Treaty Series*, vol. 1, p. 15 and vol. 90, p. 327 (corrigendum to vol. 1).

Article II. Purpose and Scope of the Agreement

1. This Agreement regulates the status of the Programme and its personnel in the Host Country.
2. The purpose of the Programme is to conduct humanitarian mine action activities as set out in Article III of this Agreement.
3. The activities of the Programme identified in Article III may be revised as mutually agreed by the Parties.
4. The Programme will be implemented through UNOPS under the overall strategic oversight and management direction of UNMAS.
5. For the purposes of this Agreement, the Programme shall be represented by the Head of the Programme.

Article III. UNMAS Activities

1. UNMAS activities in the Syrian Arab Republic entail the humanitarian mine action activities stipulated in the Humanitarian Response Plan for Syria.
2. The Programme may carry out additional humanitarian mine action activities as mutually agreed by the Parties.

Article IV. Establishment of Premises

The premises of the Programme shall be located in the city of Damascus, Syrian Arab Republic. Additional premises may be established as mutually agreed by the Parties.

Article V. Application of the General Convention

The General Convention shall be applicable to the Programme's activities in the Syrian Arab Republic.

Article VI. Inviolability of the Premises of the Programme

1. The Government shall assist the Programme in obtaining for as long as may be required, such areas for premises as may be necessary, in a manner that preserves the Programme's ability to carry out its scope of work without jeopardizing health and safety, and without compromising its freedom of action.
2. Without prejudice to the fact that all such premises remain territory of the Host Country, the Premises of the Programme shall be inviolable and subject to the exclusive control and authority of the United Nations. The Programme and its property and assets, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.
3. No officer or official of the Host Country or person exercising any public authority within the Host Country, shall enter the Premises of the Programme to perform any duties therein except with the consent of, and under the conditions approved by, the Head of the Programme. In case of a fire or other emergency requiring prompt protection action,

the consent of the Head of the Programme to any necessary entry into the premises shall be presumed if he or she cannot be reached in time.

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

5. The premises of the Programme shall not be used in a manner contrary to its purpose as set forth in Article III above.

Article VII. Security, Support and Protection

1. The Government shall ensure the security and protection of the Premises of the Programme and exercise due diligence to ensure that the tranquillity of the Premises of the Programme is not disturbed by the unauthorized entry of persons or groups of persons from outside. The primary responsibility for the safety and security of the Programme lies with the Government.

2. The Government shall take effective and adequate action which may be required to ensure the appropriate security, safety and protection of persons referred to in this Agreement, indispensable for the proper functioning of the Programme free from interference of any kind. The Government shall ensure that the provisions of the Convention on the Safety of United Nations and Associated Personnel^{*} are applied to and in respect of the Programme and its personnel, equipment and premises. In particular:

(a) The Government shall ensure the safety, security and freedom of movement on the territory of the Host Country of the Programme, its personnel and its property and assets.

(b) The Parties shall agree on the location and timing of such movement in order for the Government to take all appropriate measures to that end. The Government shall take all appropriate steps to protect the Personnel of the Programme and the Programme's equipment and premises from any attack or action that would prevent the Programme from performing its duties under this Agreement. This is without prejudice to the fact that all Premises of the Programme are inviolable and subject to the exclusive control and authority of the United Nations.

3. Upon request of the Head of the Programme, the Government shall provide such security, as necessary, to protect the Programme, its personnel and equipment during the exercise of its functions.

4. The Government shall provide appropriate medical assistance and services as necessary to the Programme and its personnel and facilitate access to hospitals and related facilities in the event of the need to evacuate from the Host Country, for medical reasons, Personnel of the Programme.

Article VIII. Public Services

1. The competent authorities shall facilitate, upon request of the Head of the Programme and under terms and conditions not less favourable than those accorded by the Government

^{*} Convention on the Safety of United Nations and Associated Personnel (New York, 9 December 1994), United Nations, *Treaty Series*, vol. 2051, p. 363.

to any accredited foreign mission, access to the public services needed by the Premises of the Programme such as, but not limited to, utility, power and communications services.

2. In cases where public services referred to in paragraph 1, above, are made available to the Programme by the competent authorities or where the prices thereof are under their control, the rate for such services shall not exceed the lowest comparable rates accorded to other United Nations entities in Syria.

3. In case of *force majeure*, resulting in a complete or partial disruption of the above-mentioned services, the Programme shall, for the performance of its functions, be accorded the same priority given to essential governmental agencies and organs.

4. The provisions of this Article shall not prevent the reasonable application of fire protection or sanitary regulations of the Host Country.

Article IX. Communications Facilities

1. The Programme shall enjoy, for its official communications, treatment not less favourable than that accorded by the Host Country to any other Government, including the latter's diplomatic mission, in the matter of priorities, rates and taxes on its communications by mails, cables, telephone, electronic mail, facsimile, radio, satellite and other means of communication and press rates for information to the media, including press and radio.

2. No censorship shall be applied to the official correspondence and other official communications of the Programme.

3. The Programme shall have the right to operate communication equipment, including satellite facilities, and to use codes and to dispatch and receive its correspondence and other official communications by couriers or in bags. The Government shall in a timely manner assign appropriate frequencies for communications equipment used by the Programme. The bags must bear visibly the United Nations emblem and may contain only documents or articles intended for official use, and the courier shall be provided with a courier certificate issued by the United Nations.

Article X. Funds, Assets and Other Property

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

2. The property and assets of the Programme 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 Programme may, free of any duty, taxes, fees and charges and free of other prohibitions and restrictions, transfer funds and currencies to or from the Host Country, to or from any other State, or within the Host Country, and convert any currency held by it into any other currency.

4. The Government undertakes to make available to the Programme, against reimbursement in a mutually acceptable currency, local currency required for the use of the Programme, including the pay and emoluments of the Personnel of the Programme, in accordance with the exchange regulations in force with respect to other United Nations entities in Syria.

Article XI. Provisions, Supplies and Services

1. In accordance with the regulations in force in the Syrian Arab Republic, the Government shall grant in a timely manner all necessary authorizations, permits and licenses required for the import, purchase and export of equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport, used in support of the Programme, including in respect of import by Personnel of the Programme, free of any prohibitions and restrictions and without the payment of monetary contributions or duties, fees or taxes including value-added tax.

2. The Programme, as well as Personnel of the Programme, shall have the right to import, by the most convenient and direct route by land, sea, air or waterway, free of duty, taxes, fees and charges including value-added tax 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 the Programme.

Article XII. Personnel of the Programme

1. Without prejudice to the application of Article V of the General Convention to all Personnel of the Programme, international personnel of the Programme shall be entitled to the following privileges and immunities:

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

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

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

(d) Exemption from any military service obligations or any other obligatory service in the Host Country;

(e) Exemption, for themselves and for their spouses and dependent members of their families, from immigration restrictions or alien registration procedures;

(f) In regard to foreign exchange, including holding accounts in foreign currencies, enjoyment of the same facilities as are accorded to members of diplomatic missions accredited to the Host Country;

(g) The same protection and repatriation facilities with respect to themselves, their spouses, and dependent members of their families as are accorded in time of international crisis to diplomatic envoys.

2. Personnel of the Programme, other than Syrian nationals, shall be exempt from taxation on any income received outside the Host Country. They shall also be exempt from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.

3. Personnel of the Programme, other than Syrian nationals, shall have the right to import free of any customs duties or related charges their personal effects in connection

with their arrival in the Host Country required by them by reason of their presence in the Host Country. Special facilities shall be granted by the Host Country for the speedy processing of entry and exit for Personnel of the Programme upon prior written notification by the Programme. On departure from the Host Country, Personnel of the Programme may take with them such funds that were received by them in pay and emoluments from the United Nations, any unspent funds that they have brought into the Host Country in connection with the conduct of activities for the Programme and are a reasonable residue thereof.

Article XIII. Recruitment of local personnel

The Programme may recruit locally such personnel as it requires. Upon the request of the Head of the Programme, the Government undertakes to facilitate the recruitment of qualified local staff by the Programme and to accelerate the process of such recruitment.

Article XIV. Waiver of Immunity

Privileges and immunities referred to in Article XII above are granted to these individuals in the interests of the United Nations and not for their personal benefit. The right and the duty to waive the immunity of these persons, in any case where the immunity would impede the course of justice and 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

1. All persons referred to in this Agreement shall have the right to unimpeded entry, exit, residence and movement freely within the Host Country in accordance with Article VII (2)(b). The Government undertakes to facilitate the entry into and departure from the Host Country of the Head of the Programme and Personnel of the Programme and shall be kept informed of such movement. For that purpose, the Head of the Programme and Personnel of the Programme shall be issued with the necessary visas prior to or at the port of entry into the Syrian Arab Republic and shall be exempt from immigration inspection and restrictions, as well as from payment of any fees or charges on entering into or departing from the Host Country. Personnel of the Programme shall only be required to have a United Nations laissez passer and/or a national passport with a certificate that they are travelling on the official business of the United Nations.

2. The Personnel of the Programme and the property, equipment, provisions, supplies, fuel and other goods of the Programme, including spare parts, as well as vehicles and other necessary means of transport, if any, shall enjoy freedom of movement without delay through the Host Country and by the most direct route possible in accordance with Article VII (2)(b).

3. The Programme shall inform the competent Syrian authorities of the movement of its personnel within the Host Country as appropriate. The Government shall, where necessary, provide the Programme with information which may be useful in facilitating the Programme's movements and ensuring the safety and security of its personnel.

4. The Programme's vehicles and other necessary means of transport, if any, including the vehicles of its personnel, and other necessary means of transport, if any, shall be notified to the Government and shall be exempt from search and seizure. The Programme

shall promptly inform the Government of the details of all official vehicles for appropriate registration by the relevant authorities.

5. The Programme shall promptly notify the competent Syrian authorities of the loss of a Programme vehicle and where appropriate shall request the Syrian authorities to recover any such vehicle.

Article XVI. Identification Cards

1. At the request of the Head of the Programme, the Government 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 competent authorities, persons referred to in paragraph 1 above shall be required to present, but not to surrender, their identification cards.

Article XVII. Flags, Emblem and Markings

The Programme shall be entitled to display the United Nations flag, logo, emblem and markings in the Premises of the Programme and on vehicles used for official purposes.

Article XVIII. Cooperation with the Competent Authorities

1. Without prejudice to the privileges and immunities accorded by this Agreement, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of the Host Country, and not to interfere in the internal affairs of the Host Country.

2. Without prejudice to the privileges and immunities referred to in this Agreement, the United Nations shall cooperate at all times with the competent authorities to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuse in connection with the facilities, privileges and immunities accorded to persons referred to in the present Agreement.

Article XIX. Liability

The Government shall be responsible for dealing with, and hold the United Nations harmless in respect of, any claims, including third party claims, arising from the operations arising under this Agreement, unless the United Nations agrees that such claims arise from or are directly attributable to the gross negligence or wilful misconduct of the United Nations and its personnel.

Article XX. Supplemental Agreements

1. Arrangements of an administrative and financial nature concerning the Programme 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

1. Subject to Article XIX above, all other disputes between the Parties arising out of the interpretation or application of the present Agreement will be amicably settled by negotiations between the United Nations and the Government. All disputes that are not settled by

negotiation shall, unless otherwise agreed by the parties to this Agreement, be submitted to a tribunal of three arbitrators. The Secretary-General of the United Nations shall appoint one arbitrator and the Government shall appoint one arbitrator of the tribunal and the chairperson shall be appointed by joint agreement by the Secretary-General and the Government. If no agreement is reached as to the chairperson's appointment within thirty (30) days of the appointment of the first arbitrator of the tribunal, the President of the International Court of Justice may, at the request of either the Secretary-General or the Government, appoint the chairperson. Any vacancy on the tribunal shall be filled by the same method prescribed for the original appointment, and the 30-day period prescribed above shall start as soon as there is a vacancy. The tribunal shall determine its own procedures, provided that any three arbitrators shall constitute a quorum for all purposes, (except for a period of 30 days after the creation of a vacancy) and all decisions shall require the approval of any two arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be final and binding on the Parties.

2. All differences between the United Nations and the Government arising out of the interpretation or application of the present arrangements concerning the General Convention shall be dealt with in accordance with the procedure set out in Section 30 of that Convention.

Article XXII. Final Provisions

1. Wherever the present Agreement refers to privileges, immunities and rights of the Programme and to facilities that the Host Country undertakes to provide to the Programme, the Government shall have the ultimate responsibility for the observance, implementation and fulfilment of such privileges, immunities, rights and facilities by the appropriate local authorities, in areas under its control.

2. This Agreement may be modified by written agreement between the Parties hereto. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties in keeping with the relevant resolutions and decisions of the appropriate organs of the United Nations. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph.

3. This Agreement may be terminated by either Party by written notice to the other and shall terminate six months after receipt of such notice. Notwithstanding any such notice of termination, this Agreement shall remain in force until complete fulfilment or termination of all obligations entered into by virtue of this Agreement.

4. The obligations assumed by the Government shall survive the termination of this Agreement, to the extent necessary to permit orderly withdrawal of the property, funds and assets of the Programme and personnel assigned to it by virtue of this Agreement.

5. This Agreement shall be subject to the signature of both Parties. It shall enter into force on the date of signature thereof.

In Witness Whereof, the undersigned, duly appointed representatives of the Parties, have signed the resent Agreement at Damascus, Syrian Arab Republic on this [fourth] day of [July] 2018, in the English and Arabic languages, both equally authentic, in two originals on the understanding that, in the event of a difference in interpretation, the English text shall prevail.

For the United Nations

For the Syrian Arab Republic

[Signed]

[Signed]

3. United Nations Population Fund

Exchange of letters constituting an agreement between the Government of the Kingdom of Thailand and the United Nations Population Fund (UNFPA) regarding the establishment of the UNFPA Regional Office for the Asia and Pacific Region in the Kingdom of Thailand, New York, 16 January 2018, and Bangkok, 7 May 2018*

I

16 January 2018

Excellency,

I have the honour to refer to the recent discussions on the establishment of the regional office of UNFPA, the United Nations Population Fund, for the Asia and Pacific Region in the Kingdom of Thailand. In this connection, based upon confirmation by UNFPA that it is an organ of the United Nations, and as such has legal capacity to conclude international agreements, I have the honour to propose as follows:

1. In the performance of its mandated functions and activities in Thailand, UNFPA shall possess juridical personality, and thus shall have the capacity to contract, to acquire and dispose of immovable and movable property, and to institute legal proceedings, in conforming with the Convention on the Privileges and Immunities of the United Nations of 13 February 1946** and the laws of the Kingdom of Thailand insofar as those laws are not inconsistent with the Convention.

2. The Government of the Kingdom of Thailand confirms to apply the Convention on the Privileges and Immunities of the United Nations of 13 February 1946, in particular, the provisions on the privileges, immunities, inviolability, and facilities specified therein, to UNFPA and its staff members as well as any other persons who performs official functions for UNFPA, except those who are locally recruited and assigned to hourly rates.

If the foregoing proposal is acceptable to the Government of the Kingdom of Thailand, this Note together with your Note in reply to that effect, shall constitute the Agreement between the Government of the Kingdom of Thailand and UNFPA, which shall enter into force thirty days after the date of your Note in reply, and may be terminated by either Party giving six months' notice in writing to the other Party.

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

[Signed]

DR. NATALIA KANEM
Under-Secretary General

* Entered into force 6 June 2018. United Nations, *Treaty Series*, vol. 3273, no. I-55454.

** Convention on the Privileges and Immunities of the United Nations (New York, 13 February 1946), United Nations, *Treaty Series*, vol. 1, p. 15 and vol. 90, p. 327 (corrigendum to vol. 1).

II

7 May B.E. 2561 (2018)

Dear Madam Under-Secretary-General and Executive Director,

I have the honour to refer to your Note date 16 January 2018 which reads as follows:

[See note I]

In reply, I have the honour to inform you that the foregoing proposal is acceptable to the Government of the Kingdom of Thailand and that the present Note and your Note under reply constitute an agreement on this matter between the Government of the Kingdom of Thailand and the United Nations Population Fund.

Accept, Madam Under-Secretary-General and Executive Director, the assurances of my highest consideration.

[Signed]

MRS. KANCHANA PATARACHOKE

Director-General

Department of International Organizations

4. United Nations Entity for Gender Equality and the Empowerment of Women

Exchange of letters constituting an agreement between the Government of Ukraine and the United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) relating to the establishment of UN Women Office in Ukraine, New York, 23 May 2018 and 6 July 2018*

23 May 2018

I

Excellency,

I have the honour to refer to the presence and operations of the United Nations Entity for Gender Equality and the Empowerment of Women (UN Women), established pursuant to General Assembly Resolution 64/289 of 2 July 2010. By this resolution the General Assembly decided, *inter alia*, to transfer the mandates, functions and assets of the United Nations Development Fund for Women (UNIFEM) to UN Women.

The work of UN Women in Ukraine is implemented following the UN Women Strategic Plan approved by the UN Women Executive Board. Accordingly, with the present letter, I wish to propose that the Agreement between the Government of Ukraine and the United Nations Development Programme,** which entered into force on 18 June 1993, shall apply *mutatis mutandis* to UN Women, its premises, property, assets as well as to its personnel in Ukraine.

* Entered into force 6 July 2018. United Nations, *Treaty Series*, vol. 3276, no. A-29156.

** Basic Agreement concerning assistance by the United Nations Development Programme to the Government of Ukraine, Kiev, 18 June 1993, United Nations, *Treaty Series*, vol. 1845, p. 3.

I further propose that upon receipt of your acceptance of the above proposal in writing, this exchange of letters shall constitute the Agreement between the Government of Ukraine and UN Women, relating to the establishment of the UN Women office in Ukraine, which shall enter into force as of the date of your reply.

This exchange of letters would constitute a supplemental agreement further to Article XVIII of the Agreement between the United Nations and the Government of Ukraine relating to the establishment of a United Nations Interim Office that entered into force on 06 October 1992.*

I would greatly appreciate your Excellency's early confirmation of these arrangements. Please accept, Excellency, the assurances of my highest consideration.

[Signed]

PHUMZILE MLAMBO-NGCUKA
Under-Secretary-General and Executive Director

II

Madam,

I have the honour to refer to your letter of 23 May 2018, which provides as follows:

[See letter I]

I wish to confirm that I am in agreement with your proposal. Therefore, I have the honour to confirm that your letter dated 23 May 2018 and my reply conveyed herein shall be regarded as constituting an Agreement between the Government of Ukraine and UN Women, as of the date of this reply.

Yours sincerely,

[Signed]

IVANNA KLYMPUSH-TSINTSADZE
Vice Prime Minister for European and Euro-Atlantic Integration of Ukraine

* Agreement relating to the establishment of a United Nations Interim Office, New York, 6 October 1992, United Nations, *Treaty Series*, vol. 1691, p. 145.

**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 2018, the State of Palestine acceded to the Convention. As at 31 December 2018, there were 129 States parties to the Convention.**

2. International Atomic Energy Agency

**Status of the Agreement on the Privileges and Immunities of the
International Atomic Energy Agency, 1959*****

In 2018, Brunei Darussalam and the Congo became Parties to the Agreement. By the end of the year, there were 86 Parties.

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. Agreements were concluded with the Republic of Colombia on 6 March 2018 and with the Republic of Angola on 14 December 2018 for the transformation of FAO Representations into FAO Partnership and Liaison Offices.**** An agreement was also concluded with the Portuguese Republic on 25 July 2018 to update the status of the FAO representation in this country from Information Office to Partnership and Liaison Office, with the objective of strengthening technical cooperation between the Organization and the Member States of the Community of Portuguese-speaking Countries (CPLP).

* 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>.

*** United Nations, *Treaty Series*, vol. 374, p. 147.

**** The establishment of a Partnership and Liaison Office is primarily proposed for middle-to high-income countries interested in strengthening the FAO presence in their country on a cost-sharing basis, and is geared towards an in-country partnership for implementing the applicable Country Programming Framework (CPF) and establishing a trust fund portfolio to provide technical assistance to other countries, including through South-South and Triangular Cooperation.

(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, the FAO normally concludes agreements specifying the privileges and immunities and other facilities that the Organization and participants (delegations and observers) will enjoy for the purpose of the meeting, and to address any potential liabilities of the Organization. These agreements are based on a standard Memorandum of Responsibilities, which reflects the usual requirements of United Nations System Organizations for such meetings, including the provision of visas to all participants. During 2018, Memoranda of Responsibilities were concluded with China, Hungary, India, Indonesia, Italy, Jordan, Kenya, Korea, Morocco and Peru for hosting sessions of FAO Governing and Statutory Bodies, and their subsidiary organs, to be held in 2018 and 2019.

(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.

Among the legal challenges identified by FAO in delivering technical assistance activities, was acceptance by beneficiary countries of the non-applicability of domestic laws to local procurement actions to be performed by FAO in this context. For example, one Government informed FAO that, based on its new internal policies, the authority to perform certain local procurement actions, such as the selection of prospective vendors and the corresponding payment, had to be vested in the Government. This Government requested FAO to establish a joint technical procurement committee in order to set out working modalities for local procurement actions. FAO advised the Government that the policy would be problematic in light of the Organization's privileges and immunities as well as incompatible with the FAO internal procurement rules and regulations, which are designed to ensure equality of treatment and transparency at a global level.

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 host country] will 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 relating to UNESCO.

All persons entitled to participate in the meeting should have the right of expeditious entry into and exit from [name of host country]. With this view, it is understood that no restrictions to the right of entering into, staying in and leaving the territory of [name of host country] may be put to any person entitled to participate in the meeting, irrespective of nationality.

DAMAGE AND ACCIDENTS

As long as the premises reserved for the meeting are at the disposal of UNESCO, the Government of (name of host country) 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. However, the Government of (name of host country) shall not bear responsibility and liability for damages caused by gross negligence or wilful misconduct of the participants. The Government of (name of host country) shall adopt appropriate measures to ensure the protection, particularly against fire and other risks, of the above-mentioned premises, facilities, furniture and persons. It may also claim from UNESCO compensation for any damage to persons and property caused by the fault of staff members or agents of the Organization.”

5. United Nations Industrial Development Organization

- (a) **Trust fund agreement between UNIDO and the Ministry of Economy, Trade and Industry of Japan (METI) regarding the implementation of a project entitled “Hosting and managing the Private Financing Advisory Network (PFAN)”, 15 December 2017 and 19 January 2018**^{*}

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.

- (b) **Letter of agreement between UNIDO and the Renewable Energy and New Materials Institute (REMI), Ministry of Science and Technology, Lao People’s Democratic Republic regarding the hosting of the Biomass Technology, Information and Learning Centre (BTILC), 31 January 2018**^{**}

6. FINAL CLAUSES

6.5. *Status of UNIDO*: REMI will respect the status of UNIDO as an intergovernmental organization of the United Nations system. Nothing in or relating to this Agreement will be deemed as a waiver, expressed or implied, of any of the privileges and immunities of UNIDO.

^{*} Entered into force on 19 January 2018.

^{**} Entered into force on 31 January 2018.

(c) Memorandum of understanding between UNIDO and the Ministry of Science and Technology (MoST) of the People's Republic of China, 2 July 2018*

Article VI. Privileges and Immunities

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

(d) Agreement between UNIDO and Sweden regarding the implementation of a project entitled "Promoting youth employment by supporting technical and vocational education in Liberia", 10 and 12 December 2018**

Article 13. Dispute resolution

The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of or relating to this Agreement.

Nothing in or related to this Agreement will be deemed as a waiver, express or implied, of any of the privileges and immunities accorded to UNIDO by its constituent documents, international agreements or international law.

(e) Framework readiness and preparatory support grant agreement between UNIDO and the Green Climate Fund (GCF), 3 December 2018***

Clause 23. Privileges and Immunities

23.01. The Delivery Partner acknowledges the request by the Board to the Secretariat to develop for its consideration and approval a template bilateral agreement between the Fund and a Host Country that would provide privileges and immunities in countries in which the Fund operates for the Fund and its operations, members of the Board, consultants, and other persons affiliated with the Fund, as well as its staff.

Clause 24. Non-waiver of Privileges and Immunities

24.01 *Non-waiver.* The Parties acknowledge and accept that they are accorded certain privileges, immunities and exemptions as are necessary for the fulfilment of their purposes and that their staff and experts (including the Staff and experts of the Fund) similarly enjoy such privileges, immunities and exemptions as are necessary for the independent exercise of their official functions. Nothing in or related to this Framework Agreement may be construed as a waiver, express or implied, of the privileges, immunities and exemptions accorded to the Fund and the Delivery Partner under the Governing Instrument for the Green Climate Fund and the Agreement between the Republic of Korea and the Green

* Entered into force on 2 July 2018.

** Entered into force on 12 December 2018.

*** Entered into force on 15 January 2019.

Climate Fund concerning the Headquarters of the Green Climate Fund (with respect to the Fund); the Convention on the Privileges and Immunities of the Specialized Agencies (1947) applicable to the Delivery Partner; and under international law, including international customary law, any international conventions, treaties or agreements, or any other applicable laws or agreements.

5. Organisation for the Prohibition of Chemical Weapons

(a) Agreement between the Organisation for the Prohibition of Chemical Weapons and the Republic of Paraguay on the privileges and immunities of the OPCW, 2018*

Whereas Article VIII, paragraph 48, of the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on Their Destruction provides that the OPCW shall enjoy on the territory and in any other place under the jurisdiction or control of a State Party such legal capacity and such privileges and immunities as are necessary for the exercise of its functions;

Whereas Article VIII, paragraph 49, of the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on Their Destruction provides that delegates of States Parties, together with their alternates and advisers, representatives appointed to the Executive Council, together with their alternates and advisers, the Director-General and the staff of the Organisation shall enjoy such privileges and immunities as are necessary in the independent exercise of their functions in connection with the OPCW;

Whereas notwithstanding Article VIII, paragraphs 48 and 49 of the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on Their Destruction, the privileges and immunities enjoyed by the Director-General and the staff of the Secretariat during the conduct of verification activities shall be those set forth in Part II, Section B, of the Verification Annex;

Whereas Article VIII, paragraph 50, of the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on Their Destruction specifies that such legal capacity, privileges and immunities are to be defined in agreements between the Organisation and the States Parties;

Now, therefore, the Organisation for the Prohibition of Chemical Weapons and the Republic of Paraguay have agreed as follows:

Article 1. Definitions

In this Agreement:

(a) “Convention” means the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on Their Destruction of 13 January 1993;

* Entered into force on 14 August 2018.

(b) “OPCW” means the Organisation for the Prohibition of Chemical Weapons, established under Article VIII, paragraph 1, of the Convention;

(c) “Director-General” means the Director-General referred to in Article VIII, paragraph 41, of the Convention, or in his absence, the acting Director-General;

(d) “Officials of the OPCW” means the Director-General and all members of the staff of the Secretariat of the OPCW;

(e) “State Party” means the State Party to this Agreement;

(f) “States Parties” means the States Parties to the Convention;

(g) “Representatives of States Parties” means the accredited heads of delegation of States Parties to the Conference of the States Parties and/or to the Executive Council or the Delegates to other meetings of the OPCW;

(h) “Experts” means persons who, in their personal capacity, are performing missions authorised by the OPCW, are serving on its organs, or who are, in any way, at its request, consulting with the OPCW;

(i) “Meetings convened by the OPCW” means any meeting of any of the organs or subsidiary organs of the OPCW, or any international conferences or other gatherings convened by the OPCW;

(j) “Property” means all property, assets and funds belonging to the OPCW or held or administered by the OPCW in furtherance of its functions under the Convention and all income of the OPCW;

(k) “Archives of the OPCW” means all records, correspondence, documents, manuscripts, computer and media data, photographs, films, video and sound recordings belonging to or held by the OPCW or any officials of the OPCW in an official function, and any other material which the Director-General and the State Party may agree shall form part of the archives of the OPCW;

(l) “Premises of the OPCW” are the buildings or parts of buildings, and the land ancillary thereto if applicable, used for the purposes of the OPCW, including those referred to in Part II, subparagraph 11(b), of the Verification Annex to the Convention.

Article 2. Legal Personality

The OPCW shall possess full legal personality. In particular, it shall have the capacity:

(a) to contract;

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

(c) to institute and act in legal proceedings.

Article 3. Privileges and Immunities of the OPCW

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

2. The premises of the OPCW shall be inviolable. The property of the OPCW, wherever located and by whomsoever held, shall be immune from search, requisition,

confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

3. The archives of the OPCW shall be inviolable, wherever located.

4. Without being restricted by financial controls, regulations or moratoria of any kind:

(a) the OPCW may hold funds, gold or currency of any kind and operate accounts in any currency;

(b) the OPCW may freely transfer its funds, securities, gold and currencies to or from the State Party, to or from any other country, or within the State Party, and may convert any currency held by it into any other currency.

5. The OPCW shall, in exercising its rights under paragraph 4 of this Article, pay due regard to any representations made by the Government of the State Party in so far as it is considered that effect can be given to such representations without detriment to the interests of the OPCW.

6. The OPCW and its property shall be:

(a) exempt from all direct taxes; it is understood, however, that the OPCW will not claim exemption from taxes which are, in fact, no more than charges for public utility services;

(b) exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the OPCW for its official use; it is understood, however, that articles imported under such exemption will not be sold in the State Party, except in accordance with conditions agreed upon with the State Party;

(c) exempt from duties and prohibitions and restrictions on imports and exports in respect of its publications.

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

Article 4. Facilities and Immunities in Respect of Communications and Publications

1. For its official communications the OPCW shall enjoy, in the territory of the State Party and as far as may be compatible with any international conventions, regulations and arrangements to which the State Party adheres, treatment not less favourable than that accorded by the Government of the State Party to any other Government, including the latter's diplomatic mission, in the matter of priorities, rates and taxes for post and telecommunications, and press rates for information to the media.

2. No censorship shall be applied to the official correspondence and other official communications of the OPCW. The OPCW shall have the right to use codes and to dispatch and receive correspondence and other official communications by courier or in sealed bags, which shall have the same privileges and immunities as diplomatic couriers and bags. Nothing in this paragraph shall be construed to preclude the adoption of appropriate security precautions to be determined by agreement between the State Party and the OPCW.

3. The State Party recognises the right of the OPCW to publish and broadcast freely within the territory of the State Party for purposes specified in the Convention.

4. All official communications directed to the OPCW and all outward official communications of the OPCW, by whatever means or whatever form transmitted, shall be inviolable. Such inviolability shall extend, without limitation by reason of this enumeration, to publications, still and moving pictures, videos, films, sound recordings and software.

Article 5. Representatives of States Parties

1. Representatives of States Parties, together with alternates, advisers, technical experts and secretaries of their delegations, at meetings convened by the OPCW, shall, without prejudice to any other privileges and immunities which they may enjoy, while exercising their functions and during their journeys to and from the place of the meeting, enjoy the following privileges and immunities:

(a) immunity from personal arrest or detention;

(b) immunity from legal process of any kind in respect of words spoken or written and all acts done by them, in their official capacity; such immunity shall continue to be accorded, notwithstanding that the persons concerned may no longer be engaged in the performance of such functions;

(c) inviolability for all papers, documents and official material;

(d) the right to use codes and to dispatch or receive papers, correspondence or official material by courier or in sealed bags;

(e) exemption in respect of themselves and their spouses from immigration restrictions, alien registration or national service obligations while they are visiting or passing through the State Party in the exercise of their functions;

(f) the same facilities with respect to currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;

(g) the same immunities and facilities in respect of their personal baggage as are accorded to members of comparable rank of diplomatic missions.

2. Where the incidence of any form of taxation depends upon residence, periods during which the persons designated in paragraph 1 of this Article may be present in the territory of the State Party for the discharge of their duties shall not be considered as periods of residence.

3. The privileges and immunities are accorded to the persons designated in paragraph 1 of this Article in order to safeguard the independent exercise of their functions in connection with the OPCW and not for the personal benefit of the individuals themselves. It is the duty of all persons enjoying such privileges and immunities to observe in all other respects the laws and regulations of the State Party.

4. The provisions of paragraphs 1 and 2 of this Article are not applicable in relation to a person who is a national of the State Party.

Article 6. Officials of the OPCW

1. During the conduct of verification activities, the Director-General and the staff of the Secretariat, including qualified experts during investigations of alleged use of

chemical weapons referred to in Part XI, paragraphs 7 and 8 of the Verification Annex to the Convention, enjoy, in accordance with Article VIII, paragraph 51, of the Convention, the privileges and immunities set forth in Part II, Section B, of the Verification Annex to the Convention or, when transiting the territory of noninspected States Parties, the privileges and immunities referred to in Part II, paragraph 12, of the same Annex.

2. For other activities related to the object and purpose of the Convention, officials of the OPCW shall:

(a) be immune from personal arrest or detention and from seizure of their personal baggage;

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

(c) enjoy inviolability for all papers, documents and official material, subject to the provisions of the Convention;

(d) enjoy the same exemptions from taxation in respect of salaries and emoluments paid to them by the OPCW and on the same conditions as are enjoyed by officials of the United Nations;

(e) be exempt, together with their spouses, from immigration restrictions and alien registration;

(f) be given, together with their spouses, the same repatriation facilities in time of international crises as officials of comparable rank of diplomatic missions;

(g) be accorded the same privileges in respect of exchange facilities as are accorded to members of comparable rank of diplomatic missions.

3. The officials of the OPCW shall be exempt from national service obligations, provided that, in relation to nationals of the State Party, such exemption shall be confined to officials of the OPCW whose names have, by reason of their duties, been placed upon a list compiled by the Director-General of the OPCW and approved by the State Party. Should other officials of the OPCW be called up for national service by the State Party, the State Party shall, at the request of the OPCW, grant such temporary deferments in the call-up of such officials as may be necessary to avoid interruption in the continuation of essential work.

4. In addition to the privileges and immunities specified in paragraphs 1, 2 and 3 of this Article, the Director-General of the OPCW shall be accorded on behalf of himself and his spouse, the privileges and immunities, exemptions and facilities accorded to diplomatic agents on behalf of themselves and their spouses, in accordance with international law. The same privileges and immunities, exemptions and facilities shall also be accorded to a senior official of the OPCW acting on behalf of the Director-General.

5. Privileges and immunities are granted to officials of the OPCW in the interests of the OPCW, and not for the personal benefit of the individuals themselves. It is the duty of all persons enjoying such privileges and immunities to observe in all other respects the laws and regulations of the State Party. The OPCW shall have the right and the duty to waive the immunity of any official of the OPCW in any case where, in its opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the OPCW.

6. The OPCW shall cooperate at all times with the appropriate authorities of the State Party to facilitate the proper administration of justice, and shall secure the observance

of police regulations and prevent the occurrence of any abuse in connection with the privileges, immunities and facilities mentioned in this Article.

Article 7. Experts

1. Experts shall be accorded the following privileges and immunities so far as is necessary for the effective exercise of their functions, including the time spent on journeys in connection with such functions.

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

(b) in respect of words spoken or written or acts done by them in the performance of their official functions, immunity from legal process of every kind, such immunity to continue notwithstanding that the persons concerned are no longer performing official functions for the OPCW;

(c) inviolability for all papers, documents and official material;

(d) for the purposes of their communications with the OPCW, the right to use codes and to receive papers or correspondence by courier or in sealed bags;

(e) the same facilities in respect of currency and exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions;

(f) the same immunities and facilities in respect of their personal baggage as are accorded to members of comparable rank of diplomatic missions.

2. The privileges and immunities are accorded to experts in the interests of the OPCW and not for the personal benefit of the individuals themselves. It is the duty of all persons enjoying such privileges and immunities to observe in all other respects the laws and regulations of the State Party. The OPCW shall have the right and the duty to waive the immunity of any expert in any case where, in its opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the OPCW.

Article 8. Abuse of Privilege

1. If the State Party considers that there has been an abuse of a privilege or immunity conferred by this Agreement, consultations shall be held between the State Party and the OPCW to determine whether any such abuse has occurred and, if so, to attempt to ensure that no repetition occurs. If such consultations fail to achieve a result satisfactory to the State Party and the OPCW, the question whether an abuse of a privilege or immunity has occurred shall be settled by a procedure in accordance with Article 10.

2. Persons included in one of the categories under Articles 6 and 7 shall not be required by the territorial authorities to leave the territory of the State Party on account of any activities by them in their official capacity. In the case, however, of abuse of privileges committed by any such person in activities outside official functions, the person may be required to leave by the Government of the State Party, provided that the order to leave the country has been issued by the territorial authorities with the approval of the Foreign Minister of the State Party. Such approval shall be given only in consultation with the Director-General of the OPCW. If expulsion proceedings are taken against the person, the Director-General of the OPCW shall have the right to appear in such proceedings on behalf of the person against whom they are instituted.

Article 9. Travel Documents and Visas

1. The State Party shall recognise and accept as valid the United Nations *laissez-passer* issued to the officials of the OPCW, in accordance with special OPCW arrangements, for the purpose of carrying out their tasks related to the Convention. The Director-General shall notify the State Party of the relevant OPCW arrangements.

2. The State Party shall take all necessary measures to facilitate the entry into and sojourn in its territory and shall place no impediment in the way of the departure from its territory of the persons included in one of the categories under Articles 5, 6 and 7 above, whatever their nationality, and shall ensure that no impediment is placed in the way of their transit to or from the place of their official duty or business and shall afford them any necessary protection in transit.

3. Applications for visas and transit visas, where required, from persons included in one of the categories under Articles 5, 6 and 7, when accompanied by a certificate that they are travelling in their official capacity, shall be dealt with as speedily as possible to allow those persons to effectively discharge their functions. In addition, such persons shall be granted facilities for speedy travel.

4. The Director-General, the Deputy Director(s)-General and other officials of the OPCW, travelling in their official capacity, shall be granted the same facilities for travel as are accorded to members of comparable rank in diplomatic missions.

5. For the conduct of verification activities visas are issued in accordance with paragraph 10 of Part II, Section B, of the Verification Annex to the Convention.

Article 10. Settlement of Disputes

1. The OPCW shall make provision for appropriate modes of settlement of:

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

(b) disputes involving any official of the OPCW or expert who, by reason of his official position, enjoys immunity, if such immunity has not been waived in accordance with Article 6, paragraph 5, or Article 7, paragraph 2, of this Agreement.

2. Any dispute concerning the interpretation or application of this Agreement, which is not settled amicably, shall be referred for final decision to a tribunal of three arbitrators, at the request of either party to the dispute. Each party shall appoint one arbitrator. The third, who shall be chairman of the tribunal, is to be chosen by the first two arbitrators.

3. If one of the parties fails to appoint an arbitrator and has not taken steps to do so within two months following a request from the other party to make such an appointment, the other party may request the President of the International Court of Justice to make such an appointment.

4. Should the first two arbitrators fail to agree upon the third within two months following their appointment, either party may request the President of the International Court of Justice to make such appointment.

5. The tribunal shall conduct its proceedings in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States, as in force on the date of entry into force of this Agreement.

6. The tribunal shall reach its decision by a majority of votes. Such decision shall be final and binding on the parties to the dispute.

Article 11. Interpretation

1. The provisions of this Agreement shall be interpreted in the light of the functions which the Convention entrusts to the OPCW.

2. The provisions of this Agreement shall in no way limit or prejudice the privileges and immunities accorded to members of the inspection team in Part II, Section B, of the Verification Annex to the Convention or the privileges and immunities accorded to the Director-General and the staff of the Secretariat of the OPCW in Article VIII, paragraph 51, of the Convention. The provisions of this Agreement shall not themselves operate so as to abrogate, or derogate from, any provisions of the Convention or any rights or obligations which the OPCW may otherwise have, acquire or assume.

Article 12. Final Provisions

1. This Agreement shall enter into force on the date of deposit with the Director-General of an instrument of ratification of the State Party. It is understood that, when an instrument of ratification is deposited by the State Party it will be in a position under its own law to give effect to the terms of this Agreement.

2. This Agreement shall continue to be in force for so long as the State Party remains a State Party to the Convention.

3. The OPCW and the State Party may enter into such supplemental agreements as may be necessary.

4. Consultations with respect to amendment of this Agreement shall be entered into at the request of the OPCW or the State Party. Any such amendment shall be by mutual consent expressed in an agreement concluded by the OPCW and the State Party.

Done in The Hague in duplicate on _____, in the English and Spanish languages, each text being equally authentic.

(b) Agreement between the Organisation for the Prohibition of Chemical Weapons and the Kingdom of Bahrain on the privileges and immunities of the OPCW, 2018*

[The text of the Agreement is substantially the same as that of the Agreement between the Organisation for the Prohibition of Chemical Weapons and the Republic of Paraguay on the privileges and immunities of the OPCW, reproduced above.]

* Entered into force on 8 June 2018.

(c) Agreement between the Organisation for the Prohibition of Chemical Weapons and the Government of Romania on the privileges and immunities of the OPCW, 2018*

[The text of the Agreement is substantially the same as that of the Agreement between the Organisation for the Prohibition of Chemical Weapons and the Republic of Paraguay on the privileges and immunities of the OPCW, reproduced above.]

6. International Organization for Migration

In 2018 the International Organization for Migration entered into cooperation and privileges and immunities agreements with each of the following States: Republic of Botswana (7 February 2018), Republic of Malawi (19 February 2018), Kingdom of Eswatini (18 May 2018), Republic of Turkey (amendment, 4 July 2018),** Republic of Chad (26 July 2018) and Commonwealth of Dominica (24 September 2018).

7. International Criminal Court

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

On 17 March 2018, the Republic of the Philippines deposited a written notification of withdrawal from the Rome Statute.

(b) Amendment(s) to the Rome Statute

There have been no amendments to the Rome Statute in 2018.

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

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

Guyana ratified the amendment to article 8(2)(e) of the Rome Statute**** on 28 September 2018.

(ii) Amendments on the crime of aggression (article 8 bis) to the Rome Statute of the International Criminal Court

Ireland and Guyana ratified the amendments to the Rome Statute on the crime of aggression***** on 27 September and 28 September 2018, respectively.

* Entered into force on 2 May 2018.

** United Nations, *Treaty Series*, vol. 3307, No. A-55851.

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

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

***** The amendments on the crime of aggression were adopted in accordance with article 121(3) of the Rome Statute on 11 June 2010.

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

France, Italy, Croatia, Romania and Switzerland ratified the amendment to article 124 of the Rome Statute* on 19 March, 13 April, 27 April, 14 June and 14 December 2018, respectively.

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