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UNITED NATIONS JURIDICAL YEARBOOK

1994

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

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



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Chapter II

TREATY PROVISIONS CONCERNING THE LEGAL STATUS OF THE UNITED NATIONS AND RELATED INTERGOVERN- MENTAL ORGANIZATIONS

A. Treaty provisions concerning the legal status of the United Nations

1. CONVENTION ON THE PRIVILEGES AND IMMUNITIES OF
THE UNITED NATIONS.¹ APPROVED BY THE GENERAL AS-
SEMBLY OF THE UNITED NATIONS. ON 13 FEBRUARY 1946

No State acceded or succeeded to the Convention in 1994. There are 135 States parties to the Convention.²

2. AGREEMENTS RELATING TO INSTALLATIONS AND MEETINGS

- (a) Agreement between the United Nations and the Government of
Cameroon concerning the United Nations Information Centre for
Cameroon, Gabon and the Central African Republic in Yaoundé.³
Signed at Yaoundé on 8 March 1994.

Article I

DEFINITION

In the present Agreement, the expression “officials of the Centre” means the Director and all members of the staff of the Centre, with the exception of officials or employees who are locally recruited and assigned to hourly rates.

Article II

FUNCTIONS OF THE CENTRE

The Centre is to carry out the functions assigned to it by the Secretary-General within the framework of the Department of Public Information.

Article III

STATUS OF THE CENTRE

1. The premises of the Centre and the residence of its Director shall be inviolable.
2. The Government shall exercise due diligence to ensure the security and protection of the premises of the Centre and its staff.
3. The archives, assets and properties of the Centre as well as its official correspondence shall be inviolable.

Article IV

FACILITIES AND SERVICES

1. The Government shall provide free of cost the Centre with buildings for use as offices and the Centre shall ensure the maintenance and replacement of equipment.
2. The Government shall contribute its agreed quota to the running costs of the Centre. Such Contributions made in accordance with the provision of this section shall be paid by the Government and managed by the United Nations, exclusively to the benefit of the Centre in Yaoundé.
3. The appropriate Cameroon authorities shall make every possible effort to secure, upon request of the Director of the Centre, the public services needed by the Centre, including without limitation by reason of this enumeration, postal, telephone and telegraph services and power, water and fire protection services. Such public services shall be supplied on equitable terms.

Article V

OFFICIALS OF THE CENTRE

1. Officials of the Centre Shall:
 - (a) Be immune from legal processes in respect of words spoken or written, and all acts performed by them in their official capacity;
 - (b) Be immune from seizure of their personal and official baggage;
 - (c) Be immune from inspection of official baggage, and if the person is the Director of the Centre, be immune from inspection of personal baggage;
 - (d) Be exempt from taxation on the salaries and all other remuneration paid to them by the United Nations;
 - (e) Be immune from national service obligations;
 - (f) Be immune, together with their spouses and relatives dependent on them, from immigration restrictions and alien registrations;
 - (g) Be accorded the same privileges in respect of exchange facilities as are accorded to the officials of comparable ranks forming part of diplomatic missions to Cameroon;
 - (h) Be given, together with their spouses and relatives dependent on them and other members of their household, the same repatriation facilities in time of international crisis as diplomatic envoys;
 - (i) Have the right to import free of duty their furniture, personal effects and all household appliances, including two motor vehicles, intended for personal use free of duty when they come to reside in Cameroon, which privileges shall be valid for a period of six months from the date of arrival in Cameroon. Sale or free disposal of such articles shall be governed by regulations in force in Cameroon.
2. Officials of the Centre shall furthermore enjoy the following privileges and immunities:

(a) Have the right to import and to purchase locally free of custom and excise duties limited quantities of certain articles intended for personal consumption in accordance with Government regulations;

(b) Have the right to import two motor vehicles free of customs and excise duties, including value added taxes in accordance with Government regulations applicable to international organizations based in Cameroon.

3. In addition to the immunities and privileges specified in paragraphs 1 and 2 above, the Director of the Centre shall be accorded, in respect of himself, the privileges and immunities, exemptions and facilities accorded to diplomatic envoys of comparable rank. His name shall be included in the list of international organizations and offices in Yaoundé issued by the Cameroon Ministry of External Relations.

His spouse and minor children will enjoy the same privileges, immunities, exemptions and facilities, except in cases where the persons concerned carry out activities incompatible with the functions of the Director and the Centre's mission.

4. The terms and conditions of employment for locally recruited personnel shall be in accordance with the relevant United Nations regulations and rules.

5. The privileges and immunities under this Agreement are granted solely for the purpose of carrying out effectively the aims and purposes of the United Nations. The Secretary-General may waive the immunity of any staff member whenever in his opinion such immunity would impede the course of justice and can be waived without prejudice to the interests of the United Nations.

(b) Agreement between the United Nations and the Government of the Netherlands concerning the headquarters of the International Tribunal for the Prosecution of Persons Responsible for Serious Violations of Humanitarian Law Committed in the Territory of the Former Yugoslavia since 1991.⁴ signed at New York on 29 July 1994.

The United Nations and the Kingdom of the Netherlands,

Whereas the Security Council acting under Chapter VII of the Charter of the United Nations decided, by paragraph 1 of its resolution 808 (1993) of 22 February 1993, *inter alia*, "that an international tribunal shall be established for the prosecution of persons responsible for serious violations of international humanitarian law committed in the territory of the former Yugoslavia since 1991";

Whereas the International Tribunal is established as a subsidiary organ within the terms of Article 29 of the Charter of the United Nations;

Whereas the Security Council, in paragraph 6 of its resolution 827(1993) of 25 May 1993 further, *inter alia*, decided that "the determination of the seat of the International Tribunal is subject to the conclusion of appropriate arrangements between the United Nations and the Netherlands acceptable to the Council";

Whereas the Statute of the International Tribunal in its article 31, provides that "the International Tribunal shall have its seat at The Hague";

Whereas the United Nations and the Kingdom of the Netherlands wish to conclude an Agreement regulating matters arising from the establishment and necessary for the proper functioning of the International Tribunal in the Kingdom of the Netherlands;

Have agreed as follows:

Article I

DEFINITIONS

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

(a) “the Tribunal” means the International Tribunal for the Prosecution of Persons Responsible for Serious Violations of International Humanitarian Law Committed in the Territory of the Former Yugoslavia since 1991, established by the Security Council pursuant to its resolutions 808(1993) and 827(1993);

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

(c) “the host country” means the Kingdom of the Netherlands;

(d) “the government” means the Government of the Kingdom of the Netherlands;

(e) “the United Nations” means the United Nations, an international governmental organization established under the Charter of the United Nations;

(f) “the Security-Council” means the Security Council of the United Nations;

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

(h) “the competent authorities” means national, provincial, municipal and other competent authorities under the law of the host country;

(i) “the Statute” means the Statute of the Tribunal adopted by the Security Council by its resolution 827(1993);

(j) “the Judges” means the Judges of the Tribunal as elected by the General Assembly of the United Nations pursuant to article 13 of the Statute;

(k) “the President” means the President of the Tribunal as referred to in article 14 of the Statute;

(l) “the Prosecutor” means the Prosecutor of the Tribunal as appointed by the Security Council pursuant to article 16 of the Statute;

(m) “the Registrar” means the Registrar of the Tribunal as appointed by the Secretary-General pursuant to article 17 of the Statute;

(n) “the officials of the Tribunal” means the staff of the Office of the Prosecutor as referred to in paragraph 5 of article 16 of the Statute and the staff of the Registry as referred to in paragraph 4 of article 17 of the Statute

(o) “persons performing missions for the Tribunal” means persons performing certain missions for the Tribunal in the investigation or prosecution or in the judicial or appellate proceedings;

- (p) “the witnesses” means persons referred to as such in the Statute;
- (q) “experts” means persons called at the instance of the Tribunal, the Prosecutor, the suspect or the accused to present testimony based on knowledge, skills, experience or training;
- (r) “counsel” means a person referred to as such in the Statute;
- (s) “the suspect” means a person referred to as such in the Statute;
- (t) “the accused” means a person referred to as such in the Statute;
- (u) “the 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;
- (v) “the Vienna Convention” means the Vienna Convention on Diplomatic Relations⁵, done at Vienna on 18 April 1961, to which the Kingdom of the Netherlands acceded on 7 September 1984;
- (w) “the regulations” means the regulations adopted by the Tribunal pursuant to article VI, paragraph 3, of this Agreement.

Article II

PURPOSE AND SCOPE OF THE AGREEMENT

This agreement shall regulate matters relating to or arising out of the establishment and the proper functioning of the Tribunal in the Kingdom of the Netherlands.

Article III

JURIDICAL PERSONALITY OF THE TRIBUNAL

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

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

2. For the purpose of this article the Tribunal shall be represented by the Registrar.

Article IV

APPLICATION OF THE GENERAL AND VIENNA CONVENTIONS

The General Convention and the Vienna Convention shall be applicable *mutatis mutandis* to the Tribunal, its property, funds and assets, to the premises of the Tribunal, to the Judges, the Prosecutor and the Registrar, the officials of the Tribunal and persons performing missions for the Tribunal.

Article V

INVIOIABILITY OF THE PREMISES OF THE TRIBUNAL

1. The premises of the Tribunal shall be inviolable. The competent authorities shall take whatever action may be necessary to ensure that the tribunal shall not be dispossessed of all or any part of the premises of the Tribunal without the express consent of the Tribunal. The property, funds and assets of the Tribunal, 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.

2. The competent authorities shall not enter the premises of the Tribunal to perform any official duty, except with the express consent, or at the request of, the Registrar or an official designated by him. Judicial actions and the service or execution of legal process, including the seizure of private property, cannot be enforced on the premises of the Tribunal except with the consent of and in accordance with conditions approved by the Registrar.

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 of the Tribunal, the consent of the Registrar, or an official designated by him, to any necessary entry into the premises of the Tribunal shall be presumed if neither of them can be reached in time.

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

5. The Tribunal may expel or exclude persons from the premises of the Tribunal for violation of its regulations.

Article VI

LAW AND AUTHORITY ON THE PREMISES OF THE TRIBUNAL

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

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

3. The Tribunal shall have the power to make regulations operative on the premises of the Tribunal for the purpose of establishing therein the conditions in all respects necessary for the full execution of its functions. The Tribunal shall promptly inform the competent authorities of regulations thus enacted in accordance with this paragraph. No law or regulation of the host country which is inconsistent with a regulation of the Tribunal shall, to the extent of such inconsistency, be applicable within the premises of the Tribunal.

4. Any dispute between the Tribunal and the host country, as to whether a regulation of the Tribunal is authorized by this Article, or as to whether a law or regulation of the host country is inconsistent with any regulation of the Tribunal authorized by this Article, shall be promptly settled by the procedure set out in Ar-

ticle XXVIII, paragraph 2 of this Agreement. Pending such settlement, the regulation of the Tribunal shall apply and the law or regulation of the host country shall be inapplicable on the premises of the Tribunal to the extent that the Tribunal claims it to be inconsistent with its regulation.

Article VII

PROTECTION OF THE PREMISES OF THE TRIBUNAL AND THEIR VICINITY

1. The competent authorities shall exercise due diligence to ensure the security and protection of the Tribunal and to ensure that the tranquility of the Tribunal is not disturbed by the intrusion of persons or groups of persons from outside the premises of the Tribunal or by disturbances in their immediate vicinity and shall provide to the premises of the Tribunal the appropriate protection as may be required.

2. If so requested by the President or the Registrar of the Tribunal, the competent authorities shall provide adequate police force necessary for the preservation of law and order on the premises of the Tribunal or in the immediate vicinity thereof, and for the removal of persons therefrom.

Article VIII

FUNDS, ASSETS AND OTHER PROPERTY

1. The Tribunal, 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 Tribunal has expressly waived its immunity. It is understood, however, that no waiver of immunity shall extend to any measure of execution.

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

(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 country, to the United Nations or any other agency.

Article IX

INVIOABILITY OF ARCHIVES AND ALL DOCUMENTS OF THE TRIBUNAL

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

Article X

EXEMPTION FROM TAXES AND DUTIES

1. Within the scope of its official functions, the Tribunal, its assets, income and other property shall be exempt from all direct taxes, which include, *inter alia*, income tax, capital tax, corporation tax as well as direct taxes levied by local and provincial authorities.

2. The Tribunal shall:

(a) On application be granted exemption from motor-vehicle tax in respect of motor-vehicles used for its official activities;

(b) Be exempt from stock exchange tax, insurance tax, tax on capital duty and real property transfer tax;

(c) Be exempt from all import duties and taxes in respect of goods, including publications and motor-vehicles, whose import or export by the Tribunal is necessary for the exercise of its official activities;

(d) Be exempt from value-added tax paid on any goods, including motor-vehicles, or services of substantial value, which are necessary for its official activities. Such claims for exemption will be made only in respect of goods or services supplied on a recurring basis or involving considerable expenditure;

(e) Be exempt from excise duty included in the price of alcoholic beverages, tobacco products and hydrocarbons such as fuel oils and motor fuels purchased by the Tribunal and necessary for its official activities;

(f) Be exempt from the tax on private passenger vehicles and motorcycles (*Belasting van personenauto's en motorrijwielen, BPM*) with respect to motor vehicles for its official activities.

3. The exemptions provided for in paragraph 2(d) and (e) above may be granted by way of a refund. The exemptions referred to in paragraph 2 above shall be applied in accordance with the formal requirements of the host country. These requirements, however, shall not affect the general principles laid down in this Article.

4. The provisions of this article shall not apply to taxes and duties which are considered to be 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.

5. Goods acquired or imported under paragraph 2 above shall not be sold, given away, or otherwise disposed of, except in accordance with conditions agreed upon with the Government.

Article XI

COMMUNICATIONS FACILITIES

1. The Tribunal shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any diplomatic mission in matters of establishment and operation, priorities, tariffs, charges on mail and cablegrams and on teleprinter, facsimile, telephone and other communications, as well as rates for information to the press and radio.

2. No official correspondence or other communication of the Tribunal shall be subject to censorship by the Government. Such immunity from censorship shall extend to printed matter, photographic and electronic data communications, and other forms of communications as may be used by the Tribunal. The Tribunal shall be entitled to use codes and to dispatch and receive correspondence and other material or communications either by courier or in sealed bags, all of which shall be inviolable and shall have the same privileges and immunities as diplomatic couriers and bags.

3. The Tribunal shall have the right to operate radio and other telecommunications equipment on United Nations registered frequencies and those allocated to it by the Government, between the Tribunal offices, installations, facilities and means of transport, within and outside the host country, and in particular with the International Court of Justice in The Hague, United Nations Headquarters in New York, United Nations Offices in Vienna and Geneva and the territory of the former Yugoslavia.

4. For the fulfillment of its purposes, the Tribunal shall have the right to publish freely and without restrictions within the host country in conformity with this Agreement.

Article XII

PUBLIC SERVICES FOR THE PREMISES OF THE TRIBUNAL

1. The competent authorities shall secure, on fair conditions and upon the request of the Registrar or on his behalf, the public services needed by the Tribunal such as, but not limited to, postal, telephone and telegraphic services, electricity, water, gas, sewage, collection of waste, fire protection, local transportation and cleaning of public streets.

2. In cases where electricity, water, gas or other services referred to in paragraph 1 above are made available to the Tribunal 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 Government.

3. In case of *force majeure* resulting in a complete or partial disruption of the aforementioned services, the Tribunal shall for the performance of its functions be accorded the priority given to essential agencies and organs of the Government.

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

Article XIII

FLAG, EMBLEM AND MARKINGS

The Tribunal shall be entitled to display its flag, emblem and markings on the premises of the Tribunal, and to display its flag on vehicles used for official purposes.

Article XIV

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

1. The Judges, the Prosecutor and the Registrar shall, together with members of their families forming part of their household and who do not have Netherlands nationality or permanent residence status in the host country, enjoy the privileges and immunities, exemptions and facilities accorded to diplomatic agents, in accor-

dance with international law and in particular under the General Convention and the Vienna Convention. They shall, *inter alia*, enjoy:

- (a) Personal inviolability, including immunity from arrest or detention;
- (b) Immunity from criminal, civil and administrative jurisdiction in conformity with the Vienna convention;
- (c) Inviolability for all papers and documents;
- (d) Exemption from immigration restrictions, alien registration or national service obligations;
- (e) The same facilities in respect of currency or 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 diplomatic agents.

2. In the event the Tribunal operates a system for the payments of pensions and annuities to former Judges, Prosecutors and Registrars and their dependents, exemption from income tax in the host country shall not apply to such pensions and annuities.

3. Privileges and immunities are accorded to the Judges, the Prosecutor and the Registrar in the interest of the Tribunal and not for the personal benefit of individuals themselves. The right and the duty to waive the immunity in any case where it can be waived without prejudice to the purpose for which it is accorded shall lie, as concerns the Judges, with the Tribunal in accordance with its rules; as concerns the Prosecutor and the Registrar, with the Secretary-General in consultation with the President.

Article XV

PRIVILEGES AND IMMUNITIES OF OFFICIALS OF THE TRIBUNAL

1. The officials of the Tribunal shall, regardless of their nationality, be accorded the privileges immunities as provided for in articles V and VII of the General Convention. They shall, *inter alia*:

- (a) Enjoy immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue to be accorded after termination of employment with the Tribunal;
- (b) Enjoy exemption from taxation on the salaries and emoluments paid to them by the Tribunal;
- (c) Enjoy immunity from national service obligations;
- (d) Enjoy immunity, together with members of their families forming part of their household, from immigration restrictions and alien registration;
- (e) Be accorded the same privileges in respect of exchange facilities as are accorded to the members of comparable rank of the diplomatic missions established in the host country;

(f) Be given, together with members of their families forming part of their household, the same repatriation facilities in time of international crisis as diplomatic agents;

(g) Have 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 country.

2. Internationally recruited staff at the P-5 level and above who do not have Netherlands nationality or permanent resident status in the host country shall, together with members of their families forming part of their household who do not have Netherlands nationality or permanent residence status in the host country, be accorded the privileges, immunities and facilities as are accorded to members of comparable rank of the diplomatic staff of missions accredited to the Government.

3. Internationally recruited staff shall also be entitled to export with relief from duties and taxes, on the termination of their function in the host country, their furniture and personal effects, including motor vehicles.

4. In the event that the Tribunal operates a system for the payments of pensions and annuities to former officials of the Tribunal and their dependants, exemption from income tax in the host country shall not apply to such pensions and annuities.

5. The privileges and immunities are granted to the officials of the Tribunal in the interest of the Tribunal and not for their personal benefit. The right and the duty to waive the immunity in any particular case, where it can be waived without prejudice to the purpose for which it is accorded, shall lie with the Secretary-General.

6. The rights and entitlements referred to in paragraphs 1(g) and 3 above shall be exercised in accordance with the formal requirements of the host country. These requirements, however, shall not affect the general principles laid down in this article.

Article XVI

PERSONNEL RECRUITED LOCALLY AND ASSIGNED TO HOURLY RATES

Personnel recruited by the Tribunal locally and assigned to hourly rates shall be accorded immunity from legal process in respect of words spoken or written and acts performed by them in their official capacity for the Tribunal. Such immunity shall continue to be accorded after termination of employment with the Tribunal. They shall also be accorded such other facilities as may be necessary for the independent exercise of their functions for the Tribunal. The terms and conditions of their employment shall be in accordance with the relevant United Nations resolutions, decisions, regulations, rules and policies.

Article XVII

PERSONS PERFORMING MISSIONS FOR THE TRIBUNAL

1. Persons performing missions for the Tribunal shall enjoy the privileges, immunities and facilities under articles VI and VII of the General Convention, which are necessary for the independent exercise of their duties for the Tribunal.

2. The right and the duty to waive the immunity referred to in paragraph 1 above in any particular case where it can be waived without prejudice to the administration of justice by the Tribunal and the purpose for which it is granted, shall lie with the President of the Tribunal.

Article XVIII

WITNESSES AND EXPERTS APPEARING BEFORE THE TRIBUNAL

1. Without prejudice to the obligation of the host country to comply with request for its assistance made, or orders issued by, the Tribunal pursuant to article 29 of its Statute, witnesses and experts appearing from outside the host country on a summons or a request of the Tribunal or the Prosecutor shall not be prosecuted or detained or subjected to any other restriction of their liberty by the authorities of the host country in respect of acts or convictions prior to their entry into the territory of the host country.

2. The immunity provided for in paragraph 1 above shall cease when the witness or expert having had, for a period of fifteen consecutive days from the date when his or her presence is no longer required by the Tribunal or the Prosecutor, an opportunity of leaving, has nevertheless remained in the territory of the host country, or having left it, has returned, unless such return is on another summons or request of the Tribunal or the Prosecutor.

3. Witnesses and experts referred to in paragraph 1 above shall not be subjected by the host country to any measure which may affect the free and independent exercise of their functions for the Tribunal.

Article XIX

COUNSEL

1. The counsel of a suspect or an accused who has been admitted as such by the Tribunal, shall not be subjected by the host country to any measure which may affect the free and independent exercise of his or her functions under the Statute.

2. In particular, the counsel shall, when holding a certificate that he or she has been admitted as a counsel by the Tribunal, be accorded:

(a) Exemption from immigration restrictions;

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

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

3. This article shall be without prejudice to such disciplinary rules as may be applicable to the counsel.

4. The right and the duty to waive the immunity referred to in paragraph 2 above in any particular case where it can be waived without prejudice to the administration of justice by the Tribunal and the purpose for which it is granted, shall lie with the Secretary-General.

Article XX

THE SUSPECT OR ACCUSED

1. The host country shall not exercise its criminal jurisdiction over persons present in its territory, who are to be or have been transferred as a suspect or an

accused to the premises of the Tribunal pursuant to a request or an order of the Tribunal, in respect of acts, omissions or convictions prior to their entry into the territory of the host country.

2. The immunity provided for in this Article shall cease when the person, having been acquitted or otherwise released by the Tribunal and having had for a period of fifteen consecutive days from the date of his or her release an opportunity of leaving, has nevertheless remained in the territory of the host country, or having left it, has returned.

Article XXI

COOPERATION WITH THE COMPETENT AUTHORITIES

1. Without prejudice to their privileges and the immunities, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of the host country. They also have a duty not to interfere in the internal affairs of the host country.

2. The Tribunal 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 privileges, immunities and facilities accorded under this Agreement.

3. The Tribunal shall observe all security directives as agreed with the host country or as issued, in coordination with the United Nations Security Service, by the competent authorities responsible for security conditions within the penitentiary institution of the host country where the Tribunal area for detention is located, as well as all directives of the competent authorities responsible for fire prevention regulations.

Article XXII

NOTIFICATION

1. The Registrar shall notify the Government of the names and categories of persons referred to in this Agreement, in particular the Judges, the Prosecutors, the officials of the Tribunal, persons performing missions for the Tribunal, counsel admitted by the Tribunal, witnesses and experts called to appear before the Tribunal or the Prosecutor, and of any change in their status.

2. The Registrar shall also notify the Government of the name and identity of each official of the Tribunal who is entitled to carry fire arms on the premises of the Tribunal, as well as the name, type, calibre and serial number of the arm or arms at his or her disposition.

Article XXIII

ENTRY INTO, EXIT FROM AND MOVEMENT WITHIN THE HOST COUNTRY

All persons referred to in articles XIV, XV, XVII, XVIII and XIX of this Agreement as notified as such by the Registrar to the Government shall have the right of unimpeded entry into, exit from and movement within the host country, as appropriate and for the purposes of the Tribunal. They shall be granted facilities for speedy travel. Visas, entry permits or licences, where required, shall be granted free of charge and as promptly as possible. The same facilities shall be accorded to persons accompanying witnesses who have been notified as such by the Registrar to the Government.

Article XXIV

UNITED NATIONS LAISSEZ-PASSER AND CERTIFICATE

1. The Government shall recognize and accept United Nations laissez-passer as a valid travel document.

2. In accordance with the provisions of section 26 of the General Convention, the Government shall recognize and accept the United Nations certificate issued to persons travelling on the business of the Tribunal. The Government agrees to issue any required visas on such certificates.

Article XXV

IDENTIFICATION CARDS

1. At the request of the Tribunal, the Government shall issue identification cards to persons referred to in articles XIV, XV, XVIII, XIX, and XX of this Agreement certifying their status under this Agreement.

2. The Security Service of the Tribunal shall maintain photographic and other appropriate records of the suspect and accused persons referred to in article XXI.

Article XXVI

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

The competent authorities shall take effective and adequate action which may be required to ensure the appropriate security, safety and protection of persons referred to in this Agreement, indispensable for the proper functioning of the Tribunal, free from interference of any kind.

Article XXVII

SOCIAL SECURITY AND PENSION FUND

1. Officials of the Tribunal are subject to the United Nations Staff Regulations and Rules and, if they have an appointment of six months' duration or more, become participants in the United Nations Pension Fund. Accordingly, such officials shall be exempt from all compulsory contributions to the Netherlands social security organizations. Consequently, they shall not be covered against the risks described in the Netherlands social security regulations.

2. The provisions of paragraph 1 above shall apply *mutatis mutandis* to the members of the family forming part of the household of the person referred to in paragraph 1 above, unless they are employed or self-employed in the host country or receive Netherlands social security benefits.

Article XXVIII

SETTLEMENT OF DISPUTES

1. The Tribunal 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 Tribunal is a party;

(b) Disputes involving an official of the Tribunal who, by reason of his or her official position, enjoys immunity, if such immunity has not been waived.

2. Any dispute between the Parties concerning the interpretation or application of this Agreement or regulations of the Tribunal, which cannot be settled amicably, shall be submitted, at the request of either party to the dispute, to an arbitral tribunal, composed of three members. Each party shall appoint one arbitrator and the two arbitrators thus appointed shall together appoint a third arbitrator as their chairman. If one of the parties fails to appoint its arbitrator and has not proceeded to do so within two months after an invitation from the other party to make such an appointment, the other party may request the President of the International Court of Justice to make the necessary appointment. If the two arbitrators are unable to reach agreement, in the two months following their appointment, on the choice of the third arbitrator, either party may invite the President of the International Court of Justice to make the necessary appointment. The parties shall draw up a special agreement determining the subject of the dispute. Failing the conclusion of such an agreement within a period of two months from the date on which arbitration was requested, the dispute may be brought before the arbitral tribunal upon application of either party. Unless the parties decide otherwise, the arbitral tribunal shall determine its own procedure. The arbitral tribunal shall reach its decision by a majority of votes on the basis of the applicable rules of international law. In the absence of such rules, it shall decide *ex aequo et bono*. The decision shall be final and binding on the parties to the dispute, even if rendered in default of one of the parties.

Article XXIX

FINAL PROVISIONS

1. 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.

2. This Agreement may be amended by mutual consent at any time at the request of either Party.

3. This Agreement shall cease to be in force if the seat of the Tribunal is removed from the territory of the host country or if the Tribunal is dissolved, except for such provisions as may be applicable in connection with the orderly termination of the operations of the Tribunal at its seat in the host country 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 acts done in an official capacity, even after termination of employment with the Tribunal.

4. The provisions of this Agreement will be applied provisionally as from the date of signature.

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

6. With respect to the Kingdom of the Netherlands, this Agreement shall apply to the part of the Kingdom in Europe only.

(c) Exchange of letters constituting an agreement between the United Nations and the Government of the former Yugoslav Republic of Macedonia on the status of the United Nations Protection Force in the former Yugoslav Republic of Macedonia.⁶ Skopje, 1 and 14 June 1994

I

LETTER FROM THE MINISTER OF FOREIGN RELATIONS OF THE FORMER
YUGOSLAV REPUBLIC OF MACEDONIA

14 June 1994

Acknowledging receipt of your letter of 1 June 1994 it is my honour to inform you that the Government of the Republic of Macedonia, recalling the Declaration of the Assembly of the Republic of Macedonia of 19 December 1991 which welcomes and supports the efforts of the United Nations aimed at peaceful settlement of the Yugoslav crisis, including the deployment of peace forces of the United Nations, further recalling the initiative of the President of the Republic of Macedonia to the Secretary-General of the United Nations in respect of the deployment of the United Nations peace forces in the Republic of Macedonia of 11 November 1992, the letter of the President of the Government of the Republic of Macedonia with regard to resolution 795(1992) addressed to the United Nation Secretary-General on 22 December 1992 and the reply of the Minister of Defence of the Republic of Macedonia of 30 December 1992 to the letter of the Commander of UNPROFOR for the former Yugoslavia of 23 December 1992 concerning the status of the United Nations Protection Force (UNPROFOR), agrees with the enclosed text of the Memorandum of Understanding regulating the status, facilities, immunities and privileges of the United Nations Protection Forces (UNPROFOR) and of its members while staying in the Republic of Macedonia.

The Government of the Republic of Macedonia also agrees that the Memorandum of Understanding, your letter of 1 June 1994 addressed to me, as well as this letter of mine constitute the Agreement between the Republic of Macedonia and the United Nations.

(Signed) Stevo CRVENKOVSKI
Minister for Foreign Relations

II

LETTER FROM THE UNITED NATIONS

6 March 1995

I have the honour to refer to my letter to you dated 1 June 1994 in which, in order to facilitate the fulfillment of the mandate of the United Nations Protection Force (UNPROFOR), I proposed that the status of UNPROFOR and its personnel while in your country be regulated by the terms and conditions set forth in a Memorandum of Understanding that was enclosed with that letter. A copy of my letter with the Memorandum of Understanding is enclosed herewith.

I also have the honour to refer to your letter dated 14 June 1994, informing me that your Government agrees with the text of the Memorandum of Understanding. A signed copy of an English language version of that letter is also enclosed herewith.

I should like to inform you that the United Nations considers that the exchange of letters referred to above constitutes an agreement between the United Nations and the Government and that, accordingly, the status of UNPROFOR and its personnel in your country will be governed by the terms and conditions set forth in the Memorandum of Understanding.

(Signed) Yasushi AKASHI

Special Representative of the Secretary-General for the Former Yugoslavia

Memorandum of Understanding

I. DEFINITION

1. For the purpose of the present Memorandum of Understanding, the following definitions shall apply:

(a) "UNPROFOR" means the United Nations Protection Force established pursuant to Security Council resolution 743 (1992) of 21 February 1992. UNPROFOR has been further extended pursuant to Security Council resolution 795 (1992) of 11 December 1992, as recommended by the Secretary-General in his report dated 9 December 1992 (S/24923). As such, UNPROFOR has been expanded pursuant to Security Council resolution 842 (1993) of 18 June 1993. UNPROFOR consists of:

- (i) The "Special Representative" appointed by the Secretary-General of the United Nations with the consent of the Security Council. Any reference to the Special Representative in this MOU shall, except in paragraph 24, include any member of UNPROFOR to whom he delegates a specified function or authority;
- (ii) a "military component" consisting of military and civilian personnel made available by participating States at the request of the Secretary-General;

- (iii) a “police component” consisting of police personnel made available by participating States at the request of the Secretary-General;
- (iv) a “civilian component” consisting of officials of the United Nations and civilian personnel made available by participating States at the request of the Secretary-General;
- (b) “Member of UNPROFOR” means any member of the military, police or civilian components;
- (c) “Participating State” means a State contributing personnel to the military, police, or civilian components of UNPROFOR;
- (d) “The Government” means the Government of the State as admitted to membership in the United Nations by the General Assembly further to adoption on 27 April 1993 of resolution 47/225;
- (e) “The territory” means the territory of the State as admitted to membership in the United Nations by the General Assembly further to the adoption on 27 April 1993 of resolution 47/225;
- (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.

II. APPLICATION OF THE PRESENT MEMORANDUM OF UNDERSTANDING

2. Unless specifically provided otherwise, the provisions of the present MOU and any obligation undertaken by the Government or any privilege, immunity, facility or concession granted to UNPROFOR or any member thereof shall apply in the territory only.

III. APPLICATION OF THE CONVENTION

3. UNPROFOR, its members, property, funds and assets, shall enjoy the privileges and immunities specified in the present MOU as well as those provided for in the Convention.

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

IV. STATUS OF UNPROFOR

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

6. The government undertakes to respect the exclusively international nature of UNPROFOR.

7. Without prejudice to the mandate of UNPROFOR and its international status:

(a) The United Nations shall ensure that UNPROFOR shall conduct its operations in the territory with full respect for the principles and spirit of the

general conventions applicable to the conduct of military personnel. These international conventions include the Four Geneva Conventions of 12 August 1949⁷ and their Additional Protocols of 8 June 1977⁸ and the UNESCO Convention of 14 May 1954 on the Protection of Cultural Property in the Event of Armed Conflict⁹;

(b) The government undertakes to treat at all times the military personnel of UNPROFOR with full respect for the principles and spirit of the general international conventions applicable to the treatment of military personnel. These international conventions include the Four Geneva Conventions of 12 April 1949 and their additional Protocols of 8 June 1977.

UNPROFOR and the government shall therefore ensure that members of their respective military personnel are fully acquainted with the principles and spirit of the above-mentioned international instruments.

United Nations flag and vehicle markings

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

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

Communications

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

11. Subject to the provisions of paragraph 10:

(a) UNPROFOR shall have authority to install and operate radio sending and receiving stations as well as satellite systems to connect appropriate points within the territory with each other and with United Nations offices in other countries, and to exchange traffic with the United Nations global telecommunications network. The telecommunication services shall be operated in accordance with the International Telecommunication Convention and Regulations and the frequencies on which any such station may be operated shall be decided upon in cooperation with the Government and shall be communicated by the United Nations to the International Frequency Registration Board;

(b) UNPROFOR shall enjoy, in the territory, the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, telegraph, facsimile or any other means, and of establishing the necessary facilities for maintaining such communications within and between premises of UNPROFOR, 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 will operate shall be decided upon in cooperation with the Government. It is understood that connections with the local system of telegraphs, telex and telephones may be made only after consultation and in accordance with arrangements with the Government, it being further understood that the use of the local system of telegraphs, telex and telephones will be charged at the most favourable rate;

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

Travel and transport

12. UNPROFOR and its members shall enjoy, together with its vehicles, vessels, aircraft and equipment, freedom of movement throughout the territory. That freedom shall, with respect to large movements of personnel, stores or vehicles through airports or on railways or roads used for general traffic within the territory, be coordinated with the Government. The Government undertakes to supply UNPROFOR, where necessary, with maps and other information, including locations of mine fields and other dangers and impediments, which may be useful in facilitating its movements.

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

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

Privileges and immunities of UNPROFOR

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

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

(b) To establish, maintain and operate commissaries at its headquarters, camps and posts for the benefit of the members of UNPROFOR, but not of locally recruited personnel. Such commissaries may provide goods of a con-

sumable nature and other articles to be specified in advance. The Special Representative shall take all necessary measures to prevent abuse of such commissaries and the sale or resale of such goods to persons other than members of UNPROFOR, and he shall give sympathetic consideration to observations or request of the Government concerning the operation of the commissaries;

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

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

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

V. FACILITIES FOR UNPROFOR

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

16. The Government shall provide without cost to UNPROFOR and in agreement with the Special Representative such areas for headquarters, camps or other premises as may be necessary for the conduct of the operational and administrative activities of UNPROFOR and for the accommodation of the members of UNPROFOR. Without prejudice to the status of all such premises in the territory, they shall be inviolable and subject to the exclusive control and authority of the United Nations. Where United Nations troops are co-located with military personnel of the Government, direct an immediate access by UNPROFOR to those premises shall be guaranteed. Such facilities shall be returned to the Government in proper condition.

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

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

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

Provisions, supplies and services, and sanitary arrangements

20. The Government undertakes to assist UNPROFOR as far as possible in obtaining equipment, provisions, supplies and other goods and services from local sources required for its subsistence and operations. In making purchases on the local market, UNPROFOR shall, on the basis of observations made and information provided by the Government in that respect, avoid any adverse effect on the local economy. The Government shall exempt UNPROFOR from general sales taxes in respect of all official local purchases.

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

Recruitment of local personnel

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

Currency

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

VI. STATUS OF THE MEMBERS OF UNPROFOR

Privileges and immunities

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

25. Members of the United Nations Secretariat assigned to the civilian component to serve with UNPROFOR remain officials of the United Nations entitled to the privileges and immunities of articles V and VII of the Convention.

26. Military observers, United Nations civilian police and civilian personnel other than United Nations officials whose names are for the purpose notified to the Government by the Special Representative shall be considered as experts on mission within the meaning of article VI of the Convention.

27. Military personnel of national contingents assigned to the military component of UNPROFOR shall have the privileges and immunities specifically provided for in the present MOU.

28. Unless otherwise specified in the present MOU, locally recruited members of UNPROFOR shall enjoy the immunities concerning official acts and exemption from taxation and national service obligations provided for in sections 18(a), (b), and (c) of the Convention.

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

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

31. The Special Representative shall cooperate with the Government and shall render all assistance within his power in ensuring the observance of the local customs and fiscal laws and regulations by the members of UNPROFOR, in accordance with the present Memorandum of Understanding.

Entry, residence and departure

32. The Special Representative and members of UNPROFOR shall, whenever so required by the Special Representative, have the right to enter into, reside in and depart from the territory.

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

34. For the purpose of such entry or departure, members of UNPROFOR shall only be required to have: (a) an individual or a collective movement order issued by or under the authority of the Special Representative or any appropriate authority of a participating State; and (b) a personal identity card issued in accordance with paragraph 35 of the present Memorandum of Understanding, except in the case of first entry, when the personal identity card issued by the appropriate authorities of a participating State shall be accepted in lieu of the said identity card.

Identification

35. The Special Representative shall issue to each member of UNPROFOR before or as soon as possible after such member's first entry into the territory, as well as to all locally recruited personnel, a numbered identity card, which shall show full name, date of birth, title or rank, service (if appropriate) and photograph. Except as provided for in paragraph 34 of the present Memorandum of Understanding, such identity card shall be the only document required of a member of UNPROFOR.

36. Members of UNPROFOR as well as locally recruited personnel shall be required to present, but not to surrender, their UNPROFOR identity cards upon demand of appropriate official of the Government.

Uniform and arms

37. Military members and the United Nations civilian police of UNPROFOR shall wear, while performing official duties, the national military or police uniform of their respect States with standard United Nations accoutrements. United Nations Security Officers and Field Service Officers may wear the United Nations uniform. The wearing of civilian dress by the above-mentioned members of UNPROFOR may be authorized by the Special Representative at other times. Military members and civilian police of UNPROFOR and United Nations Security Officers designated by the Special Representative may possess and carry arms while on duty in accordance with their orders.

Permits and licences

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

39. Without prejudice to the provisions of paragraph 37, the Government further agrees to accept as valid, without tax or fee, a permit or licence issued by the Special Representative to a member of UNPROFOR for the carrying or use of firearms or ammunition in connection with the functioning of UNPROFOR.

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

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

41. The military police of UNPROFOR shall have the power of arrest over the military members of UNPROFOR. Military personnel placed under arrest outside their own contingent areas shall be transferred to their contingent Commander for appropriate disciplinary action. The personnel mentioned in paragraph 40 above

may take into custody any other person on the premises of UNPROFOR. Such other person shall be delivered immediately to the nearest appropriate official of the Government for the purpose of dealing with any offence or disturbance on such premises.

42. Subject to the provisions of paragraphs 24 and 26, officials of the Government may take into custody any member of UNPROFOR:

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

(b) When such a member of UNPROFOR is apprehended in the commission or attempted commission of a criminal offence. Such person shall be delivered immediately, together with any weapons or other item seized, to the nearest appropriate representative of UNPROFOR, whereafter the provision of paragraph 47 shall apply *mutatis mutandis*.

43. When a person is taken into custody under paragraph 41 or paragraph 42(b), UNPROFOR or the Government, as the case may be, may make a preliminary interrogation but may not delay the transfer of custody. Following such transfer, the person concerned shall be made available upon request to the arresting authority for further interrogation.

44. UNPROFOR and the Government shall assist each other in carrying out all necessary investigations into offences in respect of which either or both have an interest, in the production of witnesses and in the collection and production of evidence, including the seizure of and, if appropriate, the handing over of items connected with an offence. The handing over of any such items may be made subject to their return within the terms specified by the authority delivering them. Each shall notify the other of the disposition of any case in the outcome of which the other may have an interest or in which there has been a transfer of custody under the provisions of paragraphs 41 to 43.

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

Jurisdiction

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

47. Should the Government consider that any member of UNPROFOR has committed a criminal offence, it shall promptly inform the Special Representative and present to him any evidence available to it. Subject to the provisions of paragraph 24:

(a) If the accused person is a member of the civilian component or a civilian member of the military component, the Special Representative shall conduct any necessary supplementary inquiry and then agree with the Government whether or not criminal proceedings should be instituted. Failing such agreement, the question shall be resolved as provided in paragraph 52 of the present Memorandum of Understanding;

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

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

(a) If the Special Representative certifies that the proceeding is related to official duties, such proceeding shall be discontinued and the provisions of paragraph 50 of the present Memorandum of Understanding shall apply;

(b) If the Special Representative certifies that the proceeding is not related to official duties, the proceeding may continue. If the Special Representative certifies that a member of UNPROFOR is unable because of official duties or authorized absence to protect his interests in the proceeding, the court shall at the defendant's request suspend the proceeding until the elimination of the disability, but for not more than ninety days. Property of a member of UNPROFOR that is certified by the Special Representative to be needed by the defendant for the fulfillment of his official duties shall be free from seizure for the satisfaction of a judgement, decision or order. The personal liberty of a member of UNPROFOR 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

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

VII. SETTLEMENT OF DISPUTES

50. Except as provided in paragraph 52, any dispute or claim of a private law character to which UNPROFOR or any member thereof is a party and over which the courts of the Government do not have jurisdiction because of any provision of the present Memorandum of Understanding shall be settled by a standing claims commission to be established for that purpose. One member of the commission shall be appointed by the Secretary-General of the United Nations, one member by the Government and a chairman jointly by the Secretary-General and the Government. If no agreement as to the chairman is reached within thirty days of the appointment of the first member of the commission, the President of the International Court of Justice may, at the request of either the Secretary-General of the United Nations or the Government, appoint the chairman. Any vacancy on the commission shall be filled by the same method prescribed for the original appointment, provided that the thirty-day period there prescribed shall start as soon as there is a vacancy in the chairmanship. The commission shall determine its own procedures, provided that any two members shall constitute a quorum for all purposes (except for a period of thirty days after the creation of a vacancy) and all decisions shall require the approval of any two members. The awards of the commission shall be final and binding, unless the Secretary-General of the United Nations and the Government

permit an appeal to a tribunal established in accordance with paragraph 52. The awards of the commission shall be notified to the parties and, if against a member of UNPROFOR, the Special Representative or the Secretary-General of the United Nations shall use his best endeavours to ensure compliance.

51. 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.

52. Any other dispute between UNPROFOR and the Government, and any appeal that both of them agree to allow from the award of the claims commission established pursuant to paragraph 50 shall, unless otherwise agreed by the parties, be submitted to a tribunal of three arbitrators. The provisions relating to the establishment and procedures of the claims commission shall apply, *mutatis mutandis*, to the establishment and procedures of the tribunal. The decisions of the tribunal shall be final and binding on both parties.

53. 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.

VIII. SUPPLEMENTAL ARRANGEMENTS

54. The Special Representative and the Government may conclude supplemental arrangements to the present Memorandum of Understanding.

IX. LIAISON

55. The Special Representative and the Government shall take appropriate measures to ensure close and reciprocal liaison at every appropriate level.

X. MISCELLANEOUS PROVISIONS

56. Wherever the present Memorandum of Understanding refers to the privileges, immunities and rights of UNPROFOR and to the facilities the Government undertakes to provide to UNPROFOR, 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 Memorandum of Understanding shall remain in force until the departure of the final element of UNPROFOR from the territory except that:

(a) The provisions of paragraphs 46 and 52 shall remain in force;

(b) The provisions of paragraph 50 shall remain in force until all claims have been settled that arose prior to the termination of the present Memorandum of Understanding and were submitted prior to or within three months of such termination.

- (d) Exchange of letters constituting an agreement between the United Nations and the Government of Liberia on the establishment of the United Nations Observer Mission in Liberia.¹⁰ New York, 9 May and 29 July 1994

I

LETTER FROM THE UNITED NATIONS

9 May 1994

I have the honour to refer to resolution 866 (1993 of 22 September 1993 by which the Security Council has, *inter alia*, welcomed the report of the Secretary-General on Liberia dated 9 September 1993, (S/26422) and decided to establish the United Nations Observer Mission in Liberia (hereinafter referred to as "UNOMIL") under its authority and under the direction of the Secretary-General through his Special Representative. In the above-mentioned resolution, the Security Council further defined the structure and mandate of UNOMIL.

In order to facilitate the fulfilment of UNOMIL's purposes, I propose that the Liberian National Transitional Government (referred to hereinafter as the "Government"), in implementation of its obligations under Article 105 of the Charter of the United Nations, extend to UNOMIL, its property, funds and assets the status, privileges and immunities provided in the Convention on the Privileges and Immunities of the United Nations (hereinafter referred to as the "Convention"), to which Liberia acceded on 14 March 1947.

In view of the importance of the functions which UNOMIL will perform, I propose that your Government extend to:

—The Special Representative, the Chief Military Observer, the Chief Electoral Officer, the Chief Administrative Officer and other high ranking members of UNOMIL whose names shall be communicated to the Government, the privileges and immunities, exemptions and facilities which are granted to diplomatic envoys in accordance with international law;

—Officials of the United Nations Secretariat and United Nations volunteers assigned to serve with UNOMIL, the privileges and immunities provided under articles V and VII of the Convention;

—Other persons assigned to serve with UNOMIL including the military observers, the privileges and immunities accorded to experts performing missions for the United Nations under article VI of the Convention.

The privileges and immunities necessary for the fulfilment of the functions of UNOMIL also include:

- (i) The unrestricted freedom of entry and exit without delay or hindrance of its personnel, property, supplies, equipment, spare parts and means of transport;

- (ii) The unrestricted freedom of movement on land, sea and air of personnel, property, supplies, equipment, spare parts and means of transport;
- (iii) The exemption from all direct taxes, import and export duties and registration fees and charges;
- (iv) The right to fly the United Nations flag on premises, vehicles and aircraft;
- (v) The acceptance of United Nations registration of means of transport on land, sea and in the air and United Nations licensing of the operators thereof;
- (vi) The right to unrestricted communication by radio, satellite or any other forms of communication including coded messages within the area of operations and to connect with the United Nations radio and satellite network, as well as by telephone, telegraph or any other means; and
- (vii) The right to make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of UNOMIL. Your Government shall be informed of the nature of such arrangements, and shall not interfere with or apply censorship to the mail of UNOMIL or its members.

It is understood that UNOMIL shall be provided, at no cost to the United Nations, in agreement with the Special Representative, with all such land and premises as may be necessary for the accommodation and fulfilment of its functions. All such land and premises shall be inviolable and subject to the exclusive control and authority of the United Nations.

It is also expected that your Government shall provide UNOMIL personnel, where necessary and upon request of the Special Representative, with maps and other information including location of mine fields and other dangers and impediments which might be useful in facilitating its tasks and movements. Furthermore, and in accordance with paragraph 12 of Security Council resolution 866 (1993), UNOMIL and all of its personnel shall be provided with necessary safety and security.

If the above provisions meet with your approval, I would propose that this letter and the written confirmation of your acceptance of its provisions constitute an agreement between the United Nations and the Liberian National Transitional Government. As required under paragraph 9 of Security Council resolution 866 (1993), this agreement is to be concluded not later than 60 days after the installation of the Liberian National Transitional Government.

(Signed) Boutros BOUTROUS-GHALI
Secretary-General

II

LETTER FROM THE PERMANENT MISSION OF LIBERIA TO THE UNITED NATIONS

29 July 1994

I have the honour to refer to your letter of 9 May 1994 concerning the proposed exchange of letters for the Status of Mission Agreement between the Liberian National Transitional Government and the United Nations on the establishment of the United Nations Observer Mission in Liberia (UNOMIL) and to quote hereunder, the said letter *in extenso*:

[See letter I]

In keeping with instructions received from my Government on 29 July 1994, I wish to confirm its acceptance of the provisions outlined in your letter *supra* with the following modifications as subsequently agreed: "That the exemption of taxes shall not include taxes which are charges for public utilities services and that UNOMIL shall bear the cost of its own rent".

It is understood that your letter and this written confirmation of my Government's acceptance of the provisions, including said modifications, constitute an agreement between the Liberian National Transitional Government and the United Nations.

(Signed) William BULL
Permanent Representative

III

LETTER FROM THE PERMANENT MISSION OF LIBERIA
TO THE UNITED NATIONS

29 July 1994

Mr. Assistant Secretary General:

I have the honour to refer to your letter of 17 May 1994 forwarding the Secretary-General's letter addressed to me concerning the Status of Mission Agreement between the Liberian National Transitional Government and the United Nations for the establishment of the United Nations Observer Mission in Liberia (UNOMIL).

In keeping with instructions received from my Government on 29 July 1994, I have accordingly confirmed its acceptance of the provisions of the Agreement as contained in the Secretary-General's letter with the following modifications as subsequently agreed: "That the exemption of taxes shall not include taxes which are charges for public utilities services and that UNOMIL shall bear the cost of its own rent".

I regret the delay in concluding this matter and wish to register my Government's deep appreciation for the constructive role being played by the United Nations in advancing the peace process in Liberia.

(Signed) William BULL
Permanent Representative

- (e) Agreement between the United Nations and the Government of Slovakia on the provision of facilities for the technical conversion training of the Bangladesh military contingent assigned to the United Nations Protection Force in Bosnia and Herzegovina.” Signed at Bratislava on 23 September 1994

Article IV

APPLICATION OF THE CONVENTION

For the purpose of the training referred to in article I hereinabove, the privileges and immunities specified in the present Agreement as well as those provided for in the Convention on the Privileges and Immunities of the United Nations of 13 February 1946 (the “Convention”), to which Slovakia succeeded on 28 May 1993, shall apply.

Article V

INTERNATIONAL CHARACTER

1. The Contingent is an integral part of the military personnel of UNPROFOR and the duties of such Contingent or any other military personnel of UNPROFOR or officials of the United Nations assigned to provide assistance in connection with the training are to be conducted with the interests of the United Nations only in view.

2. The Government undertakes to respect the exclusively international nature of the United Nations in connection with the training.

Article VI

SERVICES AND FACILITIES

1. For the purpose of the training referred to in article I above, the Government shall also make available to the United Nations the following:

(a) Suitable training grounds and areas, including, *inter alia*, a shooting range, driving track and maintenance area, and related facilities;

(b) Administration of the training grounds and areas including administrative support and personnel;

(c) Use of barracks, maintenance sheds and offices;

(d) Second line (stand-by) medical care; including ambulance and qualified doctors;

(e) Security and protection of the training grounds and areas, and of the personnel and equipment of the United Nations, including military personnel of UNPROFOR, and personnel and equipment of the private German Contractor of the United Nations.

2. The Government will provide the commodities, services and facilities specified in the Letter of Assist annexed hereto as annex B, which constitutes an integral part of this Agreement. Those commodities, services and facilities shall be provided at the request and cost of the United Nations, the maximum costs therefor being as stipulated in annex B hereof.

3. The Government shall be responsible to the United Nations for any loss or damage incurred by the United Nations or its property attributable to any defect in the commodities, services or facilities provided by the Government under this Agreement, or attributable to any negligent or wilful conduct on the part of the instructors and personnel of, or provided by, the Government.

Article VIII

INDEMNITY

1. The Government shall indemnify and hold and save harmless the United Nations, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, by any person or entity, attributable to acts or omissions of the instructors and personnel of, or provided by, the Government under this Agreement or attributable to any defect in the commodities, services or facilities provided by the Government under this Agreement.

2. The Government acknowledges that the training to be provided under this Agreement will involve equipment provided to the United Nations by the Government of Germany for use in connection with UNPROFOR. The United Nations accepts no liability for any loss or damage attributable to any inherent or latent defect in that equipment or any improper use or maintenance of that equipment by the instructors and personnel of, or provided by, the Government.

3. Without limiting the generality of article VIII.1 hereof, the Government agrees to indemnify and hold and save harmless the United Nations, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind including their costs and expenses arising from any inherent or latent defect in the equipment referred to in the previous paragraph or any improper use or maintenance of the equipment by the instructors and personnel of, or provided by, the Government under this Agreement.

Article IX

PRIVELEGES AND IMMUNITIES

1. Military personnel of UNPROFOR either undertaking the training or providing assistance in connection with the training shall enjoy the status accorded to members of national contingents assigned to UNPROFOR. Such personnel shall, pursuant to the status referred to above, be subject to the exclusive jurisdiction of their respective States in respect of any criminal offenses which may be committed by them in Slovakia.

2. Officials of the United Nations assigned to provide assistance in connection with the training remain officials of the United Nations within the meaning of articles V and VII of the Convention.

3. The equipment which shall be used for the purpose of the training shall, for the purpose of this Agreement, be treated as property of the United Nations.

Article X

ENTRY AND EXIT

The personnel and equipment referred to in article IX above shall also enjoy necessary facilities for entry in or exit from Slovakia. All such facilities shall be dealt with as speedily as possible.

Article XI

SAFETY AND SECURITY

The Government shall ensure the safety and security of all the personnel and equipment referred to in article IX above.

Article XII

SETTLEMENT OF DISPUTES

1. Disputes between the United Nations and the Government concerning the interpretation or application of this Agreement which are not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the Chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of the two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

2. Nothing in the Agreement shall be deemed a waiver, expressed or implied, of the privileges and immunities of the United Nations under the Convention.

(f) Agreement between the United Nations and the Government of India regarding arrangements for the fiftieth session of the United Nations Economic and Social Commission for Asia and the Pacific [to be held at New Delhi from 5 to 13 April 1994].¹² Signed at Bangkok on 16 February 1994

Article X

LIABILITY

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

- (a) Injury to persons or damage to or loss of property in the premises;
- (b) Injury to persons or damage to or loss of property caused by, or incurred in using the transport services provided by or under the control of the Government;

(c) The employment for the session of the personnel provided by the Government.

2. The Government shall indemnify and hold harmless the United Nations and its officials in respect of any such action as indicated above, claim or other demand directly related to the session.

Article XI

PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946, to which India is a party, shall be applicable in respect of the session. In particular, the representatives and observers referred to in article II, paragraph 1(a) and (b), above, shall enjoy the privileges and immunities provided under article IV of the Convention, the officials of the United Nations performing functions in connection with the session referred to in article II, paragraphs 1(h) and 2 above shall enjoy the privileges and immunities provided under articles V and VII of the Convention and any experts on mission for the United Nations in connection with the session shall enjoy the privileges and immunities provided under articles VI and VII of the Convention.

2. The representatives or observers referred to in article II, paragraph 1(c), (e), (f) and (g) above shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in connection with their participation in the session.

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

4. The representatives of the specialized or related agencies, referred to in article II, paragraph 1(d) above shall enjoy the privileges and immunities provided by the Convention on the Privileges and Immunities of the Specialized Agencies¹³ or the Agreement on the Privileges and Immunities of the International Atomic Energy Agency¹⁴, as appropriate.

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

6. All persons referred to in article II shall have the right of entry into and exit from India, and no impediment shall be imposed on their transit to and from the conference area. They shall be granted facilities for speedy travel. Visas and entry permits, where required, shall be granted free of charge, as speedily as possible and not later than two weeks before the date of the opening of the session, provided the application for the visa is made at least three weeks before the opening of the session. If the application is made later due to unavoidable reasons, still it would be accepted and all necessary arrangements shall be made to facilitate grant of visa in time. In exceptional circumstances, all possible measures will be taken to facilitate grant of visa for the duration of the session upon arrival at the Indira Gandhi International Airport to participants who were unable to obtain them prior to their arrival. Exit permits, where required, shall be granted free of charge, as speedily as possible, and in any case not later than three days before the closing of the session.

7. For the purpose of the Convention on the Privileges and Immunities of the United Nations, the conference premises shall be inviolable for the duration of the session, including the preparatory stage and the winding-up.

8. All persons referred to in article II above shall have the right to take out of India at the time of their departure, without any restriction, any unexpended portions of the funds they brought in to India in connection with the session and to reconvert any such funds at the rate of exchange in force at the date of reconversion.

9. The Government shall allow the temporary importation, tax-free and duty-free, of all equipment, including technical equipment accompanying representatives of information media, provided that such equipment is re-exported. The Government shall also waive import duties and taxes on supplies necessary for the session. It shall issue without delay any necessary import and export permits for this purpose.

(g) Agreements between the United Nations and the Government of China regarding the arrangements for the Fourth World Conference on Women: Action for Equality, Development and Peace [to be held at Beijing from 4 to 15 September 1995].¹⁵ Signed at Beijing on 14 September 1994

Article X

LIABILITY

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

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

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

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

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

Article XI

PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations, to which the People's Republic of China became a party on 11 September 1979, shall be applicable in respect of the Conference. In particular, the representatives of States referred to in article II, paragraph 1(a), above, shall enjoy the privileges and immunities provided under article IV of the Convention, the officials of the United Nations performing functions in connection with the Conference referred to in article II, paragraph 2, above shall enjoy the privileges and immunities provided under

articles V and VII of the Convention, and any experts on mission for the United Nations in connection with the Conference referred to in article II, paragraph 1(g) and (h) above shall enjoy the privileges and immunities provided under article VI and VII of the Convention.

2. The participants referred to in article II, paragraph 1(b) and (c) above shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in connection with their participation in the Conference. The observers referred to in article II, paragraph 1(e) and (f) above shall be accorded the appropriate facilities necessary for the independent exercise of their activities in connection with the Conference.

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

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

5. The Government shall take the necessary measures to ensure that the entry into and exit from China for all persons referred to in article II are facilitated without undue delay. Visas and entry permits, where required, shall be granted to all those invited to the Conference free of charge, as speedily as possible and no later than two weeks before the date of the opening of the Conference. If the application of visa is not made at least three weeks before the opening of the Conference, the visa shall be granted when possible within three days.

6. Distinguished guests officially invited to the Conference by the Government shall be given access to the Conference area by the United Nations.

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

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

Article XII

IMPORT DUTIES AND TAX

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

Article XIII

SETTLEMENT OF DISPUTES

Any dispute between the United Nations and the Government concerning the interpretation or application of this Agreement that is not settled by negotiation or other agreed mode of settlement shall be referred at the request of either party for final decision to a tribunal of three arbitrators, one to be named by the Secretary-General of the United Nations, one to be named by the Government and the third, who shall be the chairman, to be chosen by the first two.

- (h) Agreement between the United Nations and the Government of Egypt regarding the arrangements for the International Conference on Population and Development [to be held at Cairo from 5 to 13 September 1994].¹⁶ Signed at Geneva on 6 July 1994

Article III

PREMISES, EQUIPMENT, UTILITIES AND SUPPLIES

1. The Government shall provide the necessary premises, including conference rooms for informal meetings, office space, working areas and other related facilities, as specified in the schedule hereto. The Government shall at its expense furnish, equip and maintain in good repair all these premises and facilities in a manner that the United Nations considers adequate for the effective conduct of the Conference. The conference rooms shall be equipped for reciprocal simultaneous interpretation in the six official languages of the United Nations and shall have facilities for sound recording in that number of languages as well as facilities for press, television, radio and film operations, to the extent required by the United Nations. The premises shall remain at the disposal of the United Nations 24 hours a day from two weeks prior to the Conference until a maximum of six days after its close.

2. The Government shall provide, if possible within the conference area, a bank, post office, telephone, fax, telex and telegram facilities, as well as appropriate eating facilities, a travel agency and a secretarial service centre, equipped in consultation with the United Nations, for the use of delegations to the conference on a commercial basis.¹⁷

3. The Government shall bear the cost of all necessary utility services, including telephone communications, of the secretariat of the Conference and its communications by telex, telephone or fax with United Nations Headquarters in New York or other established headquarters or appropriate United Nations offices when such communications are authorized by or on behalf of the Secretary-General of the Conference.

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

Article X

LIABILITY

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

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

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

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

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

Article XI

PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946, to which Egypt is a party, shall be applicable in respect of the Conference. In particular, the representatives of States referred to in article II, paragraph 1(a), above shall enjoy the privileges and immunities provided under article IV of the Convention, the officials of the United Nations performing functions in connection with the Conference referred to in article II, paragraphs 1(h) and 2, above shall enjoy the privileges and immunities provided under article V and VII of the Convention and the experts and consultants in the field of population and development, referred to in article II, paragraph 1(i), above shall enjoy the privileges and immunities provided under article VI and VII of the Convention.

2. The representatives or observers of the associate members of the regional commissions of the United Nations referred to in article II, paragraph 1(b), above which are not member States of the United Nations or its specialized agencies, shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in connection with their participation in the Conference.

3. The representatives or observers referred to in article II, paragraphs 1 (c), (e), (f) and (j), above shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in connection with their participation in the Conference.

4. The representatives or observers of the specialized agencies of the United Nations, referred to in article II, paragraph 1(d), above shall enjoy the privileges and immunities provided under article VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies.

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

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

7. All persons referred to in article II shall have the right of entry into and exit from Egypt, and no impediment shall be imposed on their transit to and from the conference area. They shall be granted facilities for speedy travel. Visas and entry permits, where required, shall be granted free of charge, as speedily as possible and not later than two weeks before the date of the opening of Conference, provided the application for the visa is made at least three weeks before the opening of the Conference; if the application is made later, the visa shall be granted not later than three days from the receipt of the application. Arrangements shall also be made to ensure that visas for the duration of the Conference are delivered at the Cairo International Airport to participants who were unable to obtain them prior to their arrival. Exit permits, where required, shall be granted free of charge, as speedily as possible, and in any case not later than three days before the closing of the Conference.

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

9. All persons referred to in article II above shall have the right to take out of Egypt at the time of their departure, without any restriction, any unexpended portions of the funds they brought into Egypt in connection with the Conference, or received from Conference funds in Egypt, and to reconvert any such funds at the rate at which they had originally been converted.

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

- (i) Agreement between the United Nations and the Government of Barbados regarding the arrangements for the Global Conference on the Sustainable Development of Small Island Developing States, Bridgetown, 25 April to 6 May 1994.¹⁸ Signed at New York on 11 March 1994

Article X

LIABILITY

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

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

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

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

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

Article XI

PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations to which Barbados became a party in 1972, shall be applicable in respect of the Conference. In particular the representatives of States referred to in article II, paragraph 1(a), above shall enjoy the privileges and immunities provided under article IV of the Convention, the officials of the United Nations performing functions in connection with Conference referred to in article II, paragraph 1(h), above shall enjoy the privileges and immunities provided under article V and VII of the Convention, and any experts on mission for the United Nations in connection with the Conference referred to in article II, paragraph 1(g), above shall enjoy the privileges and immunities provided under article VI and VII of the Convention.

2. The participants referred to in article II, paragraph 1(b), (c), and (i), above shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in connection with their participation in the Conference. The observers referred to in article II, paragraph 1(e) and (f), above shall be accorded the appropriate facilities necessary for the independent exercise of their activities in connection with the Conference.

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

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

5. Without prejudice to the preceding paragraphs of the article, all persons performing functions in connection with the Conference, and all those invited or accredited to the Conference, including representatives of the press or of other information media, shall enjoy the privileges, immunities and facilities necessary for the independent exercise of their functions in connection with the Conference.

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

the Conference are delivered at the airport of arrival to those who were unable to obtain them prior to their arrival.

7. Distinguished guests officially invited to the Conference by the Government shall be given access to the Conference area by the United Nations.

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

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

Article XII

IMPORT DUTIES AND TAX

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

- (j) Agreement between the United Nations and the Government of Denmark regarding arrangements for the World Summit for Social Development [to be held at Copenhagen from 11 to 12 March 1995].¹⁹
Signed at New York on 22 August 1994

Article XI

LIABILITY

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

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

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

(c) The employment for the Summit of personnel provided by the Government under article IX.

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

Article XII

PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations, to which Denmark became a party on 10 June 1949, shall be applicable in respect of the Summit. In particular, the representatives of States referred to in article III, paragraph 1(a), above shall enjoy the privileges and immunities provided under article IV of the Convention, the officials of the United Nations performing functions in connection with the Summit referred to in article III, paragraphs 1(h) and 2, above shall enjoy the privileges and immunities provided under article V and VII of the Convention, and any experts and consultants referred to in Article III paragraph 1(g), shall enjoy the privileges and immunities provided under article VI and VII of the Convention.

2. The participants referred to in article III, paragraph 1(b), (c), (i), (e) and (f) above shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in connection with their participation in the summit.

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

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

5. Without prejudice to the preceding paragraphs of the present article, all persons performing functions in connection with the Summit, and all those invited or accredited to the Summit including representatives of the press or of other information media, shall enjoy the privileges, immunities and facilities necessary for the independent exercise of their functions in connection with the Summit.

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

7. Distinguished guests officially invited to the Summit by the Government shall be given access to the Summit area by the United Nations.

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

9. All persons referred to in article III above shall have the right to take out of Denmark at the time of their departure, without any restriction, any unexpended portions of the funds they brought in to Denmark and/or received from the Summit funds in Denmark in connection with the Summit and to reconvert any such funds at the prevailing market rate.

Article XIII

IMPORT DUTIES AND TAXES

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

- (k) Agreement between the United Nations and the Government of the Philippines regarding the arrangements for the Asian and Pacific Ministerial Conference in Preparation for the World Summit for Social Development of the United Nations Economic and Social Commission for Asia and the Pacific.²⁰ Signed at Bangkok on 10 May 1994

Article X

LIABILITY

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

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

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

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

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

Article XI

PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946, to which the Philippines is a party, shall be applicable in respect of the Conference. In particular, the representative of States referred to in article II, paragraph 1(a) and (b), above shall enjoy the privi-

leges and immunities provided under article IV of the Convention, the officials of the United Nations performing functions in connection with the Conference referred to in article II, paragraphs 1(f) and 2, above shall enjoy the privileges and immunities provided under articles V and VII of the Convention and any experts on mission for the United Nations in connection with Conference shall enjoy the privileges and immunities provided under article VI and VII of the Convention.

2. The representatives or observers referred to in article II, paragraphs 1(c), (e), (f), and (g), above shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in connection with their participation in the Conference.

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

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

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

6. All persons referred to in article II shall have the right of entry into and exit from the Philippines, and no impediment shall be imposed on their transit to and from the conference area. They shall be granted facilities for speedy travel. Visas and entry permits, where required, shall be granted free of charge, as speedily as possible and not later than two weeks before the date of the opening of the Conference, provided the application for the visa is made at least three weeks before the opening of the Conference; if the application is made later, the visa shall be granted not later than three days from the receipt of the application. Arrangements shall also be made to ensure that visas for the duration of the Conference are delivered at (Ninoy Aquino International Airport) to participants who were unable to obtain them prior to their arrival. Exit permits, where required, shall be granted free of charge, as speedily as possible, and in any case not later than three days before the closing of the Conference.

7. For the purpose of the Convention on the Privileges and Immunities of the United Nations, the conference premises specified in article III, paragraph 1, above shall be deemed to constitute premises of the United Nations in the sense of section 3, article II, of the Convention and access thereto shall be subject to the authority and control of the United Nations. The premises shall be inviolable for the duration of the Conference, including the preparatory stage and the winding-up.

8. All persons referred to in article II above shall have the right to take out of Philippines at the time of their departure, without any restriction, any unexpected portions of the funds they brought in to the Philippines in connection with the Conference and to reconvert any such funds at the rate at which they had originally been converted.

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

- (l) Exchange of letters constituting an agreement between the United Nations and the Government of the Republic of Korea concerning arrangements regarding the Asia-Pacific Workshop on Human Rights Issues, to be held at Seoul from 18 to 20 July 1994.²¹ Geneva, 10 and 17 June 1994

I

LETTER FROM THE UNITED NATIONS

10 June 1994

I have the honour to refer to the discussions between officials of the United Nations Centre for Human Rights and representatives of the Government of the Republic of Korea concerning the organization of the Third Human Rights Workshop for the Asia-Pacific Region to be held at Seoul, in cooperation with the Government through the Ministry of Foreign Affairs and the Centre for Human Rights.

With respect to the above-mentioned Workshop, please find set out below the text of arrangements between the United Nations and the Government of Korea (hereinafter referred to as "the Government"):

"Arrangements between the United Nations and the Government of the Republic of Korea regarding the Asia-Pacific Workshop on Human Rights Issues to be held at Seoul from 18 to 20 July 1994.

"1. Participants in the Workshop will be Government officials from Asia and the Pacific; they will be invited by the United Nations Assistant Secretary-General for Human Rights. Representatives of specialized agencies, intergovernmental organizations, the United Nations Economic and Social Commission for Asia and the Pacific, and non-governmental organizations will also be invited by the United Nations Assistant Secretary-General for Human Rights to participate as observers in the Workshop, in accordance with the procedure established under the Technical Cooperation Programme of the United Nations Centre for Human Rights.

"2. The United Nations Centre for Human Rights will send to Seoul four officials to organize and direct the Workshop and will invite eight international experts to address the Workshop.

"3. The United Nations shall meet the travel expenses and daily subsistence allowance in respect of the eight international experts, the United Nations officials and thirty Government officials referred to in paragraph 1 and 2 above, as specified in the attached annex, in accordance with the Organization's Rules and Procedures

"4. The Government shall provide for the Workshop adequate conference facilities, including personnel resources, space and office supplies, as well as local transportation, as described in the attached annex. The Government further assures

that the Government officials participating in the Workshop, and the United Nations officials and international experts, will benefit from hotel accommodation at reasonable rates.

“5. The Government shall be responsible for dealing with any action, claim or other demand against the United Nations arising out of: (i) injury to person or damage to property in conference or office premises provided for the Workshop; (ii) the transportation provided by the Government; and (iii) the employment for the Workshop of personnel provided or arranged by the Government; and the government shall hold the United Nations and its personnel harmless in respect of any such action, claim or other demand.

“6. The Convention of 13 February 1946 on the Privileges and Immunities of the United Nations, to which the Republic of Korea is a party, shall be applicable to the Workshop , in particular:

(a) Officials of the United Nations participating in or performing functions in connection with the Workshop shall enjoy the privileges and immunities provide under article V and VII of the Convention;

(b) The international experts, invited in accordance with paragraph 2 above, shall enjoy the privileges and immunities accorded to experts on mission for the United Nations, by article VI of the Convention;

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

(d) Participants, observers and other persons invited by the United Nations, as well as the personnel provided by the Government pursuant to this Agreement shall enjoy immunity from legal process in respect of words spoken, or written, and any act performed by them in their official capacity in connection with the Workshop;

(e) All international experts, officials of the United Nations, participants and persons performing functions in connection with the Workshop shall have the right of unimpeded entry into and exit from the Republic of Korea. Visas and entry permits, where required, shall be granted promptly and free of charge,

“7. The rooms, offices and related localities and facilities put at the disposal of the Workshop by the Government shall be the conference area, which shall constitute United Nations premises within the meaning of article II, section 3, of the Convention of 13 February 1946.

“8. The Government shall notify the local authorities of the convening of the Workshop and request appropriate protection.

“9. Any dispute concerning the interpretation or implementation of the Agreement, except for a dispute subject to the appropriate provisions of the Convention on the Privileges and Immunities of the United Nations, or of any other applicable agreement, shall, unless the parties agree otherwise, be submitted to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government and the third, who shall be the Chairman,

by the other two arbitrators, If either party does not appoint an arbitrator within three months of the other party having notified the name of its arbitrator or if the first two arbitrators do not, within three months of the appointment or nomination of the second one of them appoint the chairman, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the Tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.”

I have the honour to propose that this letter and your affirmative answer, in writing, shall constitute an Agreement between the United Nations and the Government of the Republic of Korea which shall enter into force on the date of your reply and shall remain in force for the duration of the Workshop, and for such additional period as is necessary for its preparation and winding-up.

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

II

LETTER FROM THE PERMANENT MISSION OF THE REPUBLIC OF KOREA TO THE UNITED NATIONS OFFICE AT GENEVA

17 June 1994

I have the honour to acknowledge the receipt of your letter No. GSO/216/3 (54) of 10 June 1994, which proposes the Arrangements between the United Nations and the Government of the Republic of Korea regarding the Asia-Pacific Workshop on Human Rights Issues, to be held at Seoul from 18 to 20 July 1994.

I have the further honour to confirm on behalf of the Government of the Republic of Korea the foregoing arrangements and to agree that your letter and its annex, and this letter shall be regarded as constituting an agreement between the Government of the Republic of Korea and the United Nations, which will enter into force on the date of this reply.

(Signed) Seung Ho
Permanent Representative

- (m) Exchange of letters constituting an agreement between the United Nations and the Government of Lithuania concerning arrangements regarding the Seminar on Human Rights to be held at Vilnius from 12 to 14 April 1994.²² Geneva, 4 March and 7 April 1994

I

LETTER FROM THE UNITED NATIONS

4 March 1994

I have the honour to refer to the offer by the Parliament of the Republic of Lithuania, to organize, in cooperation with the United Nations Centre for Human Rights, a Seminar on Human Rights, to be held at Vilnius from 12 to 14 April 1994, and to the subsequent discussions held between officials of the United Nations Centre for Human Rights and representatives of your Government on this matter.

With respect to the above-mentioned Seminar, please find set out below the text of arrangements between the United Nations and the Government of Lithuania (hereinafter referred to as "the Government"):

"Arrangement between the United Nations and the Government of the Republic of Lithuania regarding the Seminar on Human Rights to be held at Vilnius from 12 to 14 April 1994

"1. Participants in the Seminar will be members of the Parliament, Government agencies, the legal profession, academic institutions and non-governmental organizations. They will be invited by the Government to participate in the Seminar.

"2. The United Nations Centre for Human Rights will send to Vilnius the staff necessary to organize and direct the Seminar, and will invite three expert speakers. The United Nations will meet the travel expenses and daily subsistence allowance of these persons, in accordance with the Organization's Rules and Regulations. The financial obligations of the United Nations Centre for Human Rights will be funded by the United Nations Voluntary Fund for Technical Cooperation in the Field of Human Rights.

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

"4. The Government will be responsible for dealing with any action, claim or other demand against the United Nations, arising out of: (i) injury to person or damage to property in conference or office premises provided for the Seminar; (ii) the transportation provided by the Government; and (iii) the employment for the Seminar of personnel provided or arranged by the Government; and the Government shall hold the United Nations and its personnel, harmless in respect of any such action, claim, or other demand.

“5. The Convention of 13 February 1946, on the Privileges and Immunities of the United Nations, to which Lithuania is a party, shall be applicable to the Seminar, in particular:

(a) Officials of the United Nations participating in or performing functions in connection with the Seminar shall enjoy the privileges and immunities provided under article V and VII of the Convention;

(b) The experts invited in accordance with paragraph 2 above shall enjoy the privileges and immunities accorded to experts on mission for the United Nations, by article VI of the Convention;

(c) Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all experts and persons performing functions in connection with the Seminar shall enjoy such privileges and immunities, facilities and courtesies, as are necessary for the independent exercise of their functions in connection with the Seminar;

(d) Participants, experts and personnel, provided by the Government pursuant to this Agreement shall enjoy immunity from legal process in respect of words spoken, or written and any act performed by them in their official capacity in connection with the Seminar;

(e) All experts, officials of the United Nations and all persons performing functions in connection with the Seminar shall have the right of unimpeded entry into and exit from Lithuania. Visas and entry permits, where required, shall be granted promptly and free of charge.

“6. The rooms, offices and related localities and facilities put at the disposal of the Seminar by the Government shall be the conference area, which will constitute United Nations premises within the meaning of article II, section 3, of the Convention of 13 February 1946.

“7. The Government shall notify the local authorities of the convening of the Seminar and request appropriate protection.

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

I have the honour to propose that this letter and your affirmative answer shall constitute an agreement between the United Nations and the Government of the Republic of Lithuania, which shall enter into force on the date of your reply, and shall remain in force for the duration of the Seminar and for such additional period as is necessary for its preparation and winding-up.

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

II

LETTER FROM THE PERMANENT MISSION OF LITHUANIA TO THE UNITED NATIONS OFFICE AT GENEVA

7 April 1994

Further to our letter of 21 March 1994 and in response to your letter of 4 March 1994, we have the honour to communicate to you the agreement of the Government of Lithuania to organize the human rights seminar at Vilnius from 12 to 14 April 1994.

The arrangements for organization of the seminar, set out in the letter of 4 March 1994, have been considered and accepted by the Government and Parliament of Lithuania and all necessary steps have been taken to ensure the conduct of the seminar to the satisfaction of all participants.

The United Nations Centre for Human Rights at Geneva has been informed of the proposed agenda and has been provided with a list of participants.

(Signed) N. PRIELAIDA
Ambassador

- (n) Exchange of letters constituting an agreement between the United Nations and the Government of Greece concerning arrangements regarding the Seminar on Harvesting and Silviculture of Degraded and Coppice Forests in the Mediterranean Region and the twentieth session of the joint FAO/ECE/ILO Committee on Forest Technology, Management and Training, of the Economic Commission for Europe, to be held at Thessaloniki from 1 to 3 November and from 7 to 10 November 1994, respectively.²³ Geneva, 17 October 1994, and Athens, 26 October 1994

I

LETTER FROM THE UNITED NATIONS

17 October 1994

I have the honour to give you below the text of arrangements between the United Nations and the Government of Greece (hereinafter referred to as “the Government”) in connection with the Seminar on Harvesting and Silviculture of Degraded and Coppice Forests in the Mediterranean Region and the Twentieth Session of the Joint FAO/ECE/ILO Committee on Forest Technology, Management and Training, to be held, at the invitation of the Government, in Thessaloniki, from 1 to 3 November and from 7 to 10 November 1994, respectively.

“Arrangements between the United Nations and the Government of Greece regarding the Seminar on Harvesting and Silviculture of Degraded and Coppice Forests in the Mediterranean Region and the twentieth session of the Joint FAO/ECE/ILO Committee on Forest Technology, Management and Training, of the Economic Commission for Europe, to be held in Thessaloniki, from 1 to 3 November and from 7 to 10 November 1994, respectively.”

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

“2. In accordance with the General Assembly resolution 47/202, part A, paragraph 17, adopted on 22 December 1992, the Government will assume responsibility for any supplementary expenses arising directly or indirectly from the Seminar and Session, namely:

(a) To supply to all United Nations staff members who are to be brought to Thessaloniki, air tickets, economy class, Geneva-Thessaloniki-Geneva, to be used on the airlines that cover this itinerary;

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

(c) To pay to all staff, on their arrival in Greece, according to United Nations rules and regulations, a subsistence allowance in local currency at the Organization’s official daily rate applicable at the time of the Seminar and Ses-

sion, expenses up to 108 United States dollars per traveller, in convertible currency, provided that the traveller submits proof of having incurred such expenses.

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

“4. The Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of: (i) injury to person or damage to property in conference or office premises provided for the Seminar and Session; (ii) the transportation provided by the Government; and (iii) the employment for the Seminar and Session of personnel provided or arranged by the Government; and the Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or other demand.

“5. The Convention of 13 February 1946 on the Privileges and Immunities of the United Nations, to which Greece is a party, shall be applicable to the Seminar and Session, in particular:

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

(b) Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all participants and persons performing functions in connection with the Seminar and Session shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Seminar and Session;

(c) Personnel provided by the Government pursuant to the Agreement shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Seminar and Session;

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

“6. The rooms, offices and related localities and facilities put at the disposal of the Seminar and Session by the Government shall be the Seminar and Session Area, which will constitute United Nations premises within the meaning of article II, section 3, of the Convention of 13 February 1946.

“7. The Government shall notify the local authorities of the convening of the Seminar and Session and request appropriate protection.

“8. Any dispute concerning the interpretation or implementation of these arrangements, except for a dispute subject to the appropriate provisions of the Convention on Privileges and Immunities of the United Nations or of any other applicable agreement will, unless the parties agree otherwise, be submitted to a tribunal

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

“9. These arrangements will also apply to the study tour which is being organized in conjunction with the Seminar and Session on 4 and 5 November 1994.”

I have the honour to propose that this letter and your affirmative answer shall constitute an Agreement between the United Nations and the Government of Greece which shall enter into force on the date of your reply and shall remain in force for the duration of the Seminar and Session and for such additional period as is necessary for its preparation and winding-up.

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

II

LETTER FROM THE SECRETARY-GENERAL OF THE MINISTRY OF AGRICULTURE, GREECE

26 October 1994

Referring to your letter of 17 October 1994 concerning the “Seminar on Harvesting and Silviculture of Degraded and Coppice Forest in the Mediterranean Region” we inform you that as the host country we have already taken all the necessary measures as foreseen for the best organization of the Seminar in Thessaloniki during the period from 1 to 5 November, and the session of the joint FAO/ECE/ILO Committee from 7 to 10 November.

This letter is according to your proposal the statement of our commitments for the organization of the meeting as it was expressed also in our letter to Mr. C. Prins of 28 April 1994.

(Signed) J. SBOKOS
Secretary General
Ministry of Agriculture

- (o) Exchange of letters constituting an agreement between the United Nations and the Government of Sweden concerning arrangements for the Fourth United Nations Training Course on Remote Sensing Education for Educators, organized in cooperation with the Government of Sweden, to be held at Stockholm and Kiruna from 2 May to 10 June 1994.²⁴ Vienna, 6 and 29 April 1994

I

LETTER FROM THE UNITED NATIONS

6 April 1994

I have the honour to refer to General Assembly resolution 48/39 of 10 December 1993, and in particular to paragraphs 16 and 17 thereof, by which the Assembly emphasized the urgency and importance of fully implementing the recommendations of the Second United Nations Conference on the Exploration and Peaceful Uses of Outer Space (UNISPACE 82) as early as possible, and reaffirmed its approval of the recommendation of the Conference regarding the establishment and strengthening of regional mechanisms of cooperation and their promotion and creation through the United Nations system.

In response to resolution 48/39 and in accordance with UNISPACE 82 recommendations, the United Nations Office for Outer Space Affairs has included, as an activity of its Space Applications Programme, the organization of a training course on remote sensing education for educators in its programme of work for 1994.

The United Nations has received with appreciation, from your Excellency's Government, the offer to host, as it did in the past, the Fourth United Nations Training Course on Remote Sensing Education for Educators, which will be organized in cooperation with the Swedish Board for Investment and Technical Support (BITS) and Stockholm University for the benefit of developing countries. As your Excellency is aware, this course will be hosted by Stockholm University, Stockholm, and SSC Satellitbild Aktiebolag in Kiruna from 2 May to 10 June 1994. Twenty-four educators from the educational communities in developing countries will participate in the training course.

At the May 1993 negotiations between Sweden (BITS and Stockholm University) and the United Nations (Office for Outer Space Affairs), it was agreed that: (i) Sweden and the United Nations will each finance the international travel of twelve participants; and (ii) Sweden will provide room, board, local transportation and an allowance for incidental expenses in Sweden for all the 24 participants.

In accordance with the understanding expressed in the exchange of letters between the Office of Legal Affairs of the United Nations and the Permanent Mission of Sweden to the United Nations dated 27 November 1987 regarding the arrangements for the United Nations meetings, seminars or workshops to be conducted in Sweden, I wish to propose that the following terms shall apply, as they did on past occasions, to this Training Course:

- (a) (i) The Convention on the Privileges and Immunities of the United Nations of 13 February 1946, and the Convention on the Privileges and Immunities of Specialized Agencies of 21 November 1947 shall be applicable in respect of the Training Course;
- (ii) Without prejudice to the provision of the Convention on the Privileges and Immunities of the United Nations and of Specialized Agencies, all participants and persons performing functions in connection with the Training course shall enjoy such facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Training Course;
- (iii) Personnel provided by the Government of Sweden and locally employed personnel pursuant to this Agreement shall enjoy immunity from legal process in respect of words, spoken or written, and any act performed by them in their official capacity in connection with the Training Course.
- (b) All participants and all persons performing functions in connection with the Training Course shall have the right of unimpeded entry into and exit from Sweden. Visas and entry permits, where required, shall be granted free of charge and as promptly as possible.
- (c) It is further understood that your Government will be responsible for dealing with any claim against the United Nations arising out of:
- (i) Injury to persons or damage to property in Conference or office premises provided for the Training Course;
- (ii)]The transportation provided by the Government;
- (iii) The employment for the Training Course of personnel provided or arranged by the Government, and the Government shall hold the United Nations and its personnel harmless in respect of any such claim, resulting from the performance of the services under this Agreement, except where it is agreed by the Secretary-General of the United Nations and your Government that such claims arise from gross negligence or wilful misconduct of such persons.
- (d) Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provisions of the Convention on the Privileges and Immunities of the United Nations or of any other applicable agreement, shall, unless the parties otherwise agree, be submitted to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government and the third, who shall be the Chairman, by the other two arbitrators. If either party does not appoint an arbitrator within three months of the other party having notified the name of its arbitrator or if the first two arbitrators do not within three months of the appointment or nomination of the second one of them appoint the Chairman,

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

I further propose that upon receipt of your Government's acceptance of this proposal the present letter and the letter in reply from your Government, shall constitute an agreement between the Government of Sweden and the United Nations concerning the arrangements for the Training Course.

(Signed) Giorgio GIACOMELLI
Director-General
United Nations Office at Vienna

II

LETTER FROM THE PERMANENT MISSION OF SWEDEN TO THE INTERNATIONAL ORGANIZATIONS IN VIENNA

29 April 1994

In reply to your letter of 6 April 1994, I have the honour to inform you that the Government of Sweden has decided to conclude an agreement concerning the arrangements for the Fourth United Nations Training Course on Remote Sensing Education for Educators in accordance with the proposal of the United Nations in its above-mentioned letter. It is therefore hereby agreed that the above-mentioned letter, together with the present letter, constitutes an agreement between the Government of Sweden and the United Nations concerning the arrangements for the Training Course.

(Signed) Anita GRADIN
Permanent Representative

- (p) Exchange of letters constituting an agreement between the United Nations and the Government of Hungary concerning arrangements regarding the meeting of signatories to the Convention on the Transboundary Effects of Industrial Accidents²⁵, to be held at Budapest from 23 to 25 March 1994.²⁶ Geneva, 23 and 25 February 1994

I

LETTER FROM THE UNITED NATIONS

23 February 1994

I have the honour to give you below the text of arrangements between the United Nations and the Government of Hungary (hereinafter referred to as "the Government") in connection with the Meeting of the Signatories to the Convention on the Transboundary Effects of Industrial Accidents, to be held, at the invitation of the Government, in Budapest, from 23 to 25 March 1994.

"Arrangements between the United Nations and the Government of Hungary regarding the Meeting of the Signatories to the Convention on the Transboundary Effects of Industrial Accidents, to be held at Budapest from 23 to 25 March 1994.

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

"2. In accordance with paragraph 5 of General Assembly resolution 40/243 of 18 December 1985, the Government will assume responsibility for any supplementary expenses arising directly or indirectly from the Meeting, namely:

(a) To supply to all United Nations staff members who are to be brought to Budapest, air tickets, economy class, Geneva-Budapest-Geneva, to be used on the airlines that cover this itinerary;

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

(c) To pay to all staff, on their arrival in Hungary, according to United Nations rules and regulations, a subsistence allowance in local currency at the Organization's official daily rate applicable at the time of the Meeting, together with terminal expenses up to 108 United States dollars per traveller, in convertible currency, provided that the traveller submits proof of having incurred such expenses.

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

"4. The Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of: (i) injury to person or damage to property in conference or office premises provided for the Meeting; (ii) the transportation provided by the Government; and (iii) the employment for the Meet-

ing of personnel provided or arranged by the Government; and the Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or other demand.

“5. The Convention of 13 February 1946 on the Privileges and Immunities of the United Nations, to which Hungary is a party, shall be applicable to the Meeting, in particular:

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

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

(c) Personnel provided by the Government pursuant to the Agreement shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Meeting;

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

“6. The rooms, offices and related localities and facilities put at the disposal of the Meeting by the Government shall be the Meeting Area which will constitute United Nations Premises within the meaning of article II, section 3, of the Convention of 13 February 1946.

“7. The Government shall notify the local authorities of the convening of the Meeting and request appropriate protection.

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

I have the honour to propose that this letter and your affirmative answer shall constitute an agreement between the United Nations and the Government of Hungary which shall enter into force on the date of your reply and shall remain in force for the duration of the Meeting and for such additional period as is necessary for its preparation and winding-up.

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

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF HUNGARY TO THE UNITED NATIONS OFFICE AT GENEVA

25 February 1994

With reference to your letter of 23 February 1994 concerning the Meeting of the Signatories to the Convention on the Transboundary Effects of Industrial Accidents, to be held at Budapest from 23 to 25 March 1994, I have the honour to inform you that the Government of Hungary gave its consent to the conditions of the proposed agreement.

By this letter the agreement between the United Nations and the Government of Hungary enters into force and remains in force for the duration of the Meeting and for such additional period as is necessary for its preparation and winding-up.

(Signed) György BOYTHA
Permanent Representative

- (g) Exchange of letters constituting an agreement between the United Nations and the Government of Cyprus concerning of arrangements for the Meeting of Experts on Human Settlements Problems in Southern Europe, of the Economic Commission for Europe, to be held at Nicosia from 6 to 8 June 1994.²⁷ Geneva, 26 May and 1 June 1994

I

LETTER FROM THE UNITED NATIONS

26 May 1994

I have the honour to give you below the text of arrangements between the United Nations and Government of Cyprus (hereinafter referred to as "the Government") in connection with the Meeting of Experts on Human Settlements Problems in Southern Europe, of the Economic Commission for Europe, to be held, at the invitation of the Government, at Nicosia from 6 to 8 1994.

“Arrangements between the United Nations and Government of Cyprus regarding the Meeting of Experts on Human Settlements Problems in Southern Europe, of the Economic Commission for Europe, to be held at Nicosia from 6 to 8 1994.

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

“2. In accordance with paragraph 17 of General Assembly resolution 47/202A of 22 December 1992, the Government will assume responsibility for any supplementary expenses arising directly or indirectly from the Meeting, namely;

(a) To supply to all United Nations staff members who are to be brought to Nicosia, air tickets, economy class, Geneva-Nicosia-Geneva, to be used on the airlines that cover this itinerary;

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

(c) To pay to all staff, on their arrival in Cyprus, according to United Nations rules and regulations, a subsistence allowance in local currency at the Organization’s official daily rate applicable at the time of the Meeting, together with terminal expenses up to 108 United States dollars per traveller, in convertible currency, provided that the traveller submits proof of having incurred such expenses.

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

“4. The Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of: (i) injury to person or damage to property in conference or office premises provided for the Meeting; (ii) the transportation provided by the Government; and (iii) the employment for the Meeting of personnel provided or arranged by the Government; and the Government shall hold the United Nations and its personal harmless in respect of any such action, claim or other demand.

“5. The Convention of 13 February 1946 on the Privileges and Immunities of the United Nations, to which Cyprus is a party, shall be applicable to the Meeting, in particular:

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

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

(c) Personnel provided by the Government pursuant to this the Agreement shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Meeting;

(d) All participants and all persons performing functions in connection with the Meeting shall have the right of unimpeded entry into and exit from Cyprus. Visa and entry permits, where required, shall be granted promptly and free of charge.

“6. The rooms, offices and related localities and facilities put at the disposal of the Meeting by the Government shall be the Meeting Area which will constitute United Nations Premises within the meaning of article II, section 3, of the Convention of 13 February 1946.

“7. The Government shall notify the local authorities of the convening of the Meeting and request appropriate protection.

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

“9. These arrangements will also apply to the Technical Visits which are being organized in conjunction with the Meeting on 4 and 5 June 1994.”

I have the honour to propose that this letter and your affirmative answer shall constitute an agreement between the United Nations and the Government of Cyprus which shall enter into force on the date of your reply and shall remain in force for the duration of the Meeting and for such additional period as is necessary for its preparation and winding-up.

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

II

LETTER FROM THE PERMANENT MISSION OF CYPRUS TO THE UNITED NATIONS OFFICE AT GENEVA

1 June 1994

I have the honour to acknowledge receipt of your letter of 26 May 1994 (Ref. G/LE-311/21 (CYPRUS)) containing the text of:

“Arrangements between the United Nations and the Government of Cyprus regarding the Meeting of Experts on Human Settlements Problems in Southern Europe, of the Economic Commission for Europe, to be held at Nicosia from 6 to 8 June 1994”

I have the honour to inform you that my Government accepts the contents of your letter, and confirm that your letter and my reply shall constitute an agreement between the Government of the Republic of Cyprus and the United Nations which shall enter into force on the date of this letter and shall remain in force for the duration of the Meeting and for such additional period as is necessary for its preparation and winding-up.

(Signed) Nicolas D. MACRIS
Permanent Representative

3. AGREEMENTS RELATING TO THE UNITED NATIONS CHILDREN'S FUND

Basic Cooperation Agreement between the United Nations (United Nations Children's Fund) and the Government of Bhutan.²⁸ Signed at Thimphu on 17 March 1994

Article II

SCOPE OF THE AGREEMENT

1. The present Agreement embodies the general terms and conditions under which UNICEF shall cooperate in programmes in the country.

2. UNICEF cooperation in programmes in the country shall be provided consistent with the relevant resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations, including the Executive Board of UNICEF.

Article IV

UNICEF OFFICE

1. UNICEF may establish and maintain a UNICEF office in the country as the Parties may consider necessary to facilitate the implementation of the programmes of cooperation.

2. UNICEF may, with the agreement of the Government, establish and maintain a regional/area office in the country to provide programme support to other countries in the region/area.

3. In the event the UNICEF does not maintain a UNICEF office in the country, it may, with the agreement of the Government, provide support for programmes of cooperation agreed to between UNICEF and the Government under the present Agreement through a UNICEF regional/area office established in another country.

Article IX

APPLICABILITY OF THE CONVENTION

The Convention shall be applicable *mutatis mutandis* to UNICEF, its office, property, funds and assets and to its officials and experts on mission in the country.

Article X

LEGAL STATUS OF UNICEF OFFICE

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

2. (a) The premises of the UNICEF office shall be inviolable. The property and assets of UNICEF, 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;

(b) The appropriate authorities shall not enter the office premises to perform any official duties, except with the express consent of the head of the office and under conditions agreed to by him or her.

3. The appropriate authorities shall exercise due diligence to ensure the security and protection of the UNICEF office, and to ensure that the tranquility of the office is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity.

4. The archives of UNICEF, and in general all documents belonging to it, wherever located and by whomsoever held, shall be inviolable.

Article XI

UNICEF FUNDS, ASSETS AND OTHER PROPERTY

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

(a) UNICEF 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) UNICEF shall be free to transfer its funds, gold or currency from one country to another or within any country, to other organizations and agencies of the United Nations system;

(c) UNICEF shall be accorded the most favourable, legally available rate of exchange for its financial activities.

2. UNICEF, its assets, income and other property shall:

(a) Be exempt from all direct taxes, value-added tax, fees, tolls or duties; it is understood, however, that UNICEF will not claim exemption from taxes which are, in fact, no more than charges for public utility services, rendered by the Government or by a corporation under government regulation at a fixed rate according to the amount of services rendered and which can be specifically identified, described and itemized;

(b) Be exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by UNICEF for its official use. It is understood, however, that articles imported under such exemptions will not be sold in the country into which they were imported except under conditions agreed with the Government;

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

Article XII

GREETING CARDS AND OTHER UNICEF PRODUCTS

Any materials imported or exported by UNICEF or by national bodies duly authorized by UNICEF to act on its behalf, in connection with the established purposes and objectives of the UNICEF Greeting Card Operation, shall be exempt from all customs duties, prohibitions and restrictions, and the sale of such materials for the benefit of UNICEF shall be exempt from all national and local taxes.

Article XIII

UNICEF OFFICIALS

1. Officials of UNICEF shall:

(a) 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 after termination of employment with UNICEF;

(b) Be exempt from taxation on the salaries and emoluments paid to them by UNICEF;

(c) Be immune from national service obligations;

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

(e) Be accorded the same privileges in respect of exchange facilities as are accorded to officials of comparable ranks forming part of diplomatic missions to the Government;

(f) Be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys;

(g) Have the right to import free of duty their furniture, personal effects and all household appliances, at the time of first taking up their post in the host country.

2. The head of the UNICEF office and other senior official, as may be agreed between UNICEF and the Government, shall enjoy the same privileges and immunities accorded by the Government to members of diplomatic missions of comparable ranks. For this purpose, the name of the head of the office may be incorporated in the diplomatic list.

3. UNICEF officials shall also be entitled to the following facilities applicable to members of diplomatic missions of them comparable ranks:

(a) To import free of custom and excise duties limited quantities or certain articles intended for personal consumption in accordance with existing government regulation.

(b) To import a motor vehicle free of customs and excise duties, including value-added tax, in accordance with existing government regulation.

Article XIV

EXPERTS ON MISSION

1. Experts on mission shall be granted the privileges and immunities specified in articles VI, sections 22 and 23, of the Convention.

2. Experts on mission may be accorded such additional privileges, immunities and facilities as may be agreed upon between the Parties.

Article XV

PERSONS PERFORMING SERVICES FOR UNICEF

1. Persons performing services for UNICEF shall:

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

(b) Be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys.

2. For the purpose of enabling them to discharge their functions independently and efficiently, persons performing services for UNICEF may be accorded such other privileges, immunities and facilities as specified in article XIII above, as may be agreed upon between the Parties.

Article XVI

ACCESS FACILITIES

1. UNICEF officials, experts on mission of persons performing services for UNICEF shall be entitled:

- (a) To prompt clearance and issuance, free of charge, visas, licences or permits, where required;
- (b) To unimpeded access to or from the country, and within the country, to all sites of cooperation activities, to the extent necessary for the implementation of programmes of cooperation.

Article XVIII

LOCALLY RECRUITED PERSONNEL ASSIGNED TO HOURLY RATES

The terms and conditions of employment for persons recruited locally and assigned to hourly rates shall be in accordance with the relevant United Nations resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations, including UNICEF. Locally recruited personnel shall be accorded all facilities necessary for the independent exercise of their functions for UNICEF.

Article XVIII

FACILITIES IN RESPECT OF COMMUNICATION

1. UNICEF shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any diplomatic mission (or intergovernmental organization) in matters of establishment and operation, priorities, tariffs, charges on mail and cablegrams and on teleprinter, facsimile, telephone and other communications, as well as rates for information to the press and radio.
2. No official correspondence or other communication of UNICEF shall be subjected to censorship. Such immunity shall extend to printed matter, photographic and electronic data communications and other forms of communications as may be agreed upon between the Parties. UNICEF shall be entitled to use codes and to dispatch and receive correspondence either by courier or in sealed pouches, all of which shall be inviolable and not subject to censorship.
3. UNICEF shall have the right to operate radio and other telecommunication equipment on United Nations registered frequencies and those allocated by the Government between its offices, within and outside the country, and in particular with UNICEF headquarters in New York.
4. UNICEF shall be entitled, in the establishment and operation of its official communications, to the benefits of the International Telecommunications Convention (Nairobi, 1982)²⁹ and the regulations annexed thereto.

Article XIX

FACILITIES IN RESPECT OF MEANS OF TRANSPORTATION

The Government shall grant UNICEF necessary permits or licenses for, and shall not impose undue restrictions on, the acquisition or use and maintenance by UNICEF of civil aeroplanes in accordance with government regulations, and other craft required for programme activities under the present Agreement.

Article XX

WAIVER OF PRIVILEGES AND IMMUNITIES

The privileges and immunities accorded under the present Agreement are granted in the interest of the United Nations, and not for the personal benefit of the persons concerned. The Secretary-General of the United Nations has the right and the duty to waive the immunity of any individual referred to in articles XIII, XIV and XV in any case where, in his opinion, such immunity impedes the course of justice and can be waived without prejudice to the interests of the United Nations and UNICEF.

Article XXI

CLAIMS AGAINST UNICEF

1. UNICEF cooperation in programmes under the present Agreement is provided for the benefit of the Government and people of the country and, therefore, the Government shall bear all the risks of the operations under the present Agreement.

2. The Government shall, in particular, be responsible for dealing with all claims arising from or directly attributable to the operations under the present Agreement that may be brought by third parties against UNICEF, UNICEF officials, experts on mission on persons performing services on behalf of UNICEF and shall, in respect of such claims, indemnify and hold them harmless, except where the Government and UNICEF agree that the particular claim or liability was caused by gross negligence or wilful misconduct.

Similar agreements were made between the United Nations (United Nations Children's Fund) and the Governments of: Barbados (signed at Barbados on 23 September 1994)³⁰, Botswana (signed at Gabonne on 21 March 1994)³¹, Burkina Faso (signed at Ougadougou on 1 November 1994)³², Cambodia (signed at Phnom Penh on 1 June 1994)³³, Central African Republic (signed at Bangui on 1 July 1994)³⁴, Comoros (signed at Moroni on 1 July 1994)³⁵, Ethiopia (signed at New York on 25 February 1994)³⁶, Guyana (signed at Georgetown on 3 March 1994)³⁷, Mongolia (signed at Ulaanbaatar on 8 February 1994)³⁸, Papua New Guinea (signed at Waigain on 9 March 1994)³⁹, Sudan (signed at Khartoum on 4 August 1994)⁴⁰, the former Yugoslav Republic of Macedonia (signed at Skopje on 8 December 1994)⁴¹, United Republic of Tanzania (signed at Dar es Salaam on 26 September 1994)⁴², and Yemen (signed at Sana's on 12 January 1994)⁴³.

4. AGREEMENTS RELATING TO THE UNITED NATIONS DEVELOPMENT PROGRAMME

Basic Agreement between the United Nations (United Nations Development Programme) and the Government of Eritrea concerning assistance by the United Nations Development Programme to the Government of Eritrea.⁴⁴ Signed at Asmara on 11 June 1994

Article IX

PRIVILEGES AND IMMUNITIES

1. The Government shall apply to the United Nations and its organs, including UNDP and United Nations subsidiary organs acting as UNDP Executing Agencies, their property, funds and assets and to their own officials, including the resident representative and other members of the UNDP mission in the country, the provisions of the Convention on the Privileges and Immunities of the United Nations and the provisions of the Agreement between the and the United Nations and the Government of the State of Eritrea relating to the Establishment of a United Nations Integrated Office.

2. The Government shall apply to each specialized agency acting as an Executive Agency, its property, funds and assets, and to its officials, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies, including any Annex to the Convention applicable to such Specialized Agency. In case the International Atomic Energy Agency acts as an Executing Agency, the Government shall apply to its property, funds and assets, and to its officials and experts, the Agreement on the Privileges and Immunities of IAEA.

3. Members of the UNDP mission in the country shall be granted such additional privileges and immunities as may be necessary for the effective exercise by the mission of its functions.

4. (a) Except as the Parties may otherwise agree in Project Documents relating to specific projects, the Government shall grant all persons, other than Government nationals employed locally, performing services on behalf of UNDP, a specialized agencies or IAEA who are not covered by paragraphs 1 and 2 above the same privileges and immunities as officials of the United Nations, the specialized agency concerned or IAEA under sections 18, 19 or 18 respectively of the Conventions on the Privileges and Immunities of the United Nations or of the Specialized Agencies, or of the Agreement on the Privileges and Immunities of IAEA.

(b) For purposes of the Instrument 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 4(a) above shall be deemed to be documents belonging to the United Nations, the special agency concerned or the IAEA, as the case may be; 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 property of the United Nations, the specialized agency concerned, or IAEA, as the case may be.

5. The expression “persons performing services” as used in articles IX, X and XIII of this Agreement includes operational experts, volunteers, consultants, and juridical as well as natural persons and their employees. It includes governmental or non-governmental organizations or firms which UNDP may retain, whether as an Executing Agency or otherwise, to execute or to assist in the execution of UNDP 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.

Article X

FACILITIES FOR EXECUTION OF UNDP ASSISTANCE

1. The Government shall take any measures which may be necessary to exempt the UNDP, its Executing Agencies, their experts and other persons performing services on their behalf from regulations or other legal provisions which may interfere with operations under this Agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of UNDP assistance. It shall, in particular, grant them the following rights and facilities:

- (a) Prompt clearance of experts and other persons performing services on behalf of UNDP or an Executing Agency;
- (b) Prompt issuance without cost of necessary visas, licences or permits;
- (c) Access to the site of work and all necessary rights of way;
- (d) Free movement within or to or from the country, to the extent necessary for proper execution of UNDP assistance;
- (e) The most favourable legal rate of exchange;
- (f) Any permits necessary for the importation of equipment, materials and supplies, and for their subsequent exportation;
- (g) Any permits necessary for importation of property belonging to and intended for the personal use or consumption of officials of UNDP, its Executing Agencies, or other persons performing services on their behalf, and for the subsequent exportation of such property; and
- (h) Prompt release from customs of the items mentioned in subparagraphs (f) and (g) above.

2. Assistance under this Agreement being provided for the benefit of the Government and people of, the Government shall bear all risks of operations arising under this Agreement. It shall be responsible for dealing with claims which may be brought by third parties against UNDP or an Executing Agency, their officials or other persons performing services on their behalf, and shall hold them harmless in respect of claims or liabilities arising from operations under this Agreement. The foregoing provision shall not apply where the Parties and the Executing Agency are agreed that a claim or liability arises from the gross negligence or wilful misconduct of the above-mentioned individuals.

Similar agreements were made between the United Nations (United Nations Development Programme) and the Government of: Kazakhstan (signed at New York on 4 October 1994)⁴⁵, Marshall Islands (signed at Majuro on 14 January 1994)⁴⁶, and South Africa (signed at New York on 3 October 1994)⁴⁷.

5. AGREEMENTS RELATING TO THE UNITED NATIONS ENVIRONMENT PROGRAMME

Agreement between the United Nations (United Nations Environment Programme) and the Government of Canada constituting a Memorandum of Understanding regarding the arrangements for the meeting of Government-designated experts focusing on the 1985 Montreal Guidelines for the Protection of the Marine Environment against Pollution from Land-based Sources, Montreal, 6 to 10 June 1994.⁴⁸ Signed at Nairobi on 9, 11 and 26 May 1994.

1. The participants in the meeting will be invited by the Executive Director of the United Nations Environment Programme and will include:

- (a) Representatives of States;
- (b) Organizations that have received standing invitations from UNEP to participate in the meeting in the capacity of observers, and national liberation movements;
- (c) Specialized and related agencies of the United Nations;
- (d) Other intergovernmental organizations;
- (e) Intergovernmental organs of the United Nations;
- (f) Non-governmental organizations;
- (g) The UNEP secretariat;
- (h) Other persons invited by UNEP.

2. The Executive Director of UNEP will designate the officials of UNEP and the United Nations assigned to attend the meeting for the purpose of servicing them.

3. The meeting will be open to representatives of information media accredited by UNEP at its discretion after consultation with the Government.

4. The Government shall provide, for the duration of the meeting, the necessary premises, including office space, working areas and other related facilities, as specified in Annex A hereto. The Government shall at its expense furnish, equip and maintain in good repair all these premises and facilities in a manner that UNEP considers adequate for the effective conduct of the meeting. The meeting room shall be equipped for reciprocal simultaneous interpretation between three languages, and for sound recording from the floor to the extent required by UNEP. The premises shall remain at the disposal of UNEP 24 hours a day from 1 day prior to the meeting until 1 day after the closure of the meeting.

5. The Government shall provide, if possible within that conference area, a bank, post office, telephone, telefax and telex facilities, as well as appropriate eating facilities sufficient for the number of delegates and conference staff, a travel agency and a first aid centre.

6. The Government shall bear the cost of all necessary utility services, incurred as a result of the meeting including local telephone communications, of the secretariat of the meeting and its communications by telex, telefax or telephone with

UNEP headquarters in Nairobi when such communications are authorized by or on behalf of the secretary of the meeting.

7. The Government shall bear the cost of transport and insurance charges, from the United Nations Environment Programme headquarters in Nairobi to the site of the meeting and return, of UNEP equipment and supplies required for the adequate functioning of the meeting. UNEP will determine the mode of shipment of such equipment and supplies having regard to the need for economy but with first regard to the needs of the meeting.

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

9. Medical facilities adequate for first aid in emergencies will be provided by the Government within the conference area. For serious emergencies, the Government will ensure immediate transportation and admission to hospital.

10. The Government shall ensure the availability of transport between the local airport and the conference area and principle hotels for members of the UNEP secretariat servicing the meeting upon their arrival and departure.

11. The Government shall ensure the availability of transport for all participants and those attending the meeting between the local airport, the principal hotels and the conference area.

12. The Government shall provide an adequate number of cars with drivers for official use by the principal officers of the meeting.

13. The Government will furnish such police protection as may be required to ensure the effective functioning of the meeting in an atmosphere of security and tranquility free from interference of any kind.

14. The Government shall appoint a liaison officer who shall be responsible, in consultation with UNEP, for making and carrying out the administrative and personnel arrangements for the meeting.

15. The Government shall recruit and provide an adequate number of local support personnel necessary for the proper functioning of the meeting. The exact requirements in this respect are specified in annex B hereto. UNEP will provide the staff specified in annex C hereto.

16. The Government, in addition to the financial obligations provided for elsewhere in this Memorandum of Understanding and its attached annexes, shall, in accordance with General Assembly resolution 31/140, section 1, paragraph 5, bear the actual additional meeting costs directly or indirectly involved in holding the meeting in Montreal, Canada, rather than at New York where the nearest established at headquarters of the United Nations is located. Upon receipt of confirmation of your agreement to the terms and conditions as set out in this Memorandum of Understanding, UNEP will transfer to the Government the sum US\$ 31,100 to cover the costs of the meeting as reflected in annex D.

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

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

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

(c) The employment for the meeting of personnel provided by the Government.

18. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946, to which Canada is a party, shall be applicable in respect of the meeting. In particular, the representatives of States and of the intergovernmental organs referred to in paragraph 1(a) above, shall enjoy the privileges and immunities provided under article IV of the Convention, the officials of the United Nations and its specialized or related agencies performing functions in connection with the meeting referred to in paragraph 1(f) and paragraph 2 above, shall enjoy privileges and immunities provided under articles V and VII of the Convention and any experts on mission for the United Nations in connection with the meeting shall enjoy the privileges and immunities provided under articles VI and VII of the Convention.

19. The representatives or observers referred to in paragraph 1(b), (d), (e) and (g), above shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in connection with their participation in the meeting.

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

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

22. All persons referred to in paragraph 1 above will have the issuance of their entry visas into Canada facilitated. There are no exit permit requirements in Canada nor are there controls during the transit to and from the conference area by the Canadian authorities. All visas will be granted free of charge. The visas will be issued as quickly as possible. All applications should be forwarded at least ten working days before the day of travel. Applications received later will be processed in the most efficient manner and visas will be issued as soon as possible with a minimum delay. Representatives who need entry visas for Canada, but who are travelling without one, will be required to obtain their visas "en route" at a Canadian Mission. Arrangements will be made to inform the Ports of Entry of the meeting and recommendations will be made to grant admission for the duration of the meeting. Participants should be aware that entry visas cannot be obtained at a port of entry.

23. For the purpose of the Convention on the Privileges and Immunities of the United Nations, the meeting premises specified in paragraph 4 above shall be deemed to constitute premises of the United Nations in the sense of section 3 of the Convention and access thereto shall be subject to the authority and control of the United Nations. The premises shall be inviolable for the duration of the meeting, including the preparatory stage and the winding-up.

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

25. Any dispute between the United Nations and the Government concerning the interpretation or application of this Memorandum of Understanding that is not settled by negotiation or other agreed mode of settlement shall be referred at the request of either party for final decisions to a tribunal of three arbitrators, one to be named by the Secretary-General of the United Nations, one to be named by the Government and the third, who shall be the chairman, to be chosen by the first two, if either party fails to appoint an arbitrator within 60 days of the appointment by the other party, or if these two arbitrators should fail to agree on the third arbitrator within 60 days of their appointment, the President of the International Court of Justice may make any necessary appointments at the request of either party. However, any such dispute that involves a question regulated by the Convention on the Privileges and Immunities of the United Nations shall be dealt with in accordance with section 30 of that Convention.

A Memorandum of Understanding between the United Nations (United Nations Environment Programme) and the Government of the Republic of Korea regarding Intergovernmental Meeting on the North-West Pacific Action Plan and Expert's Meeting, Seoul, 12 to 14 September 1994, was also concluded on 5 August 1994 at Nairobi.⁴⁹

6. AGREEMENTS RELATING TO THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

- (a) Agreement between the United Nations (United Nations High Commissioner for Refugees) and the Government of Slovakia concerning the legal status, immunities and privileges of the Office of the United Nations High Commissioner for Refugees and its personnel in Slovakia.⁵⁰ Signed at Bratislava on 1 March 1994

Article IV

UNHCR OFFICE

1. The Government welcomes that UNHCR establish and maintain an office in the country for providing international protection and humanitarian assistance to refugees and other persons of concern to UNHCR.

2. UNHCR may designate with the consent of the Government, the UNHCR office in the country to serve as a regional/area office and the government shall be notified in writing of the number and level of the officials assigned to it.

3. The UNHCR office will exercise functions assigned by the High Commissioner, in relation to his mandate for refugees and other persons of his concern, including the establishment and maintenance of relations between UNHCR and other governmental or non-governmental organizations functioning in the country.

Article V

UNHCR PERSONNEL

1. UNHCR may assign to the office in the country such officials or other personnel as UNHCR deems necessary for carrying out its international protection and humanitarian assistance functions.

2. The Government shall be informed of the category of the officials and other personnel to be assigned to the UNHCR office in the country.

3. UNHCR may designate officials to visit the country for purposes of consulting and cooperating with the corresponding officials of the Government or other parties involved in refugee work in connection with: (a) the review, preparation, monitoring and evaluation of international protection and humanitarian assistance programmes; (b) the shipment, receipt, distribution or use of the supplies, equipment, and other materials, furnished by UNHCR; (c) seeking permanent solutions for the problem of refugees; and (d) any other matters relating to the application of this Agreement.

Article VI

FACILITIES FOR IMPLEMENTATION OF UNHCR HUMANANITARIAN PROGRAMMES

1. The Government, in agreement with UNHCR, shall take any measure which may be necessary to exempt UNHCR officials, experts on mission and persons performing services on behalf of UNHCR from regulations or other legal provisions which may interfere with operations and projects carried out under this Agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of UNHCR humanitarian programmes for refugees in the country. Such measures shall include the authorization to operate, free of licence fees, UNHCR radio and other telecommunications equipment; the granting of air traffic rights and the exemption from aircraft landing fees and royalties for emergency relief cargo flights, transportation of refugees and/or UNHCR personnel.

2. The Government, in agreement with UNHCR, shall assist the UNHCR officials in finding appropriate office premises, and shall put them at the disposal of UNHCR free of charge, or at a nominal rent.

3. The Government, in agreement with UNHCR, shall make arrangements and provide funds up to a mutually agreed amount, to cover the cost of local services and facilities for the UNHCR office, such as establishment, equipment, maintenance and rent, if any, of the office.

4. The Government shall ensure that the UNHCR office is at all times supplied with the necessary public services, and that such public services are supplied on equitable terms.

5. The Government shall take the necessary measures, when required, to ensure the security and protection of the premises of the UNHCR office and its personnel.

6. The Government shall facilitate the location of suitable housing accommodation for UNHCR personnel recruited internationally.

Article VII

PRIVILEGES AND IMMUNITIES

1. The Government shall apply to UNHCR, its property, funds and assets, and to its officials and experts on mission the relevant provisions of the Convention on the Privileges and Immunities of the United Nations, to which the Government became a party on 1 January 1993.

2. Without prejudice to paragraph 1 of this article, the Government shall in particular extend to UNHCR the privileges, immunities, rights and facilities provided in articles VIII to XV of this Agreement.

Article VIII

UNHCR OFFICE, PROPERTY, FUNDS, AND ASSETS

1. UNHCR, its property, funds and assets, wherever located and by whomsoever held, shall be immune from every form of legal process, except insofar as in any particular case it has expressly waived its immunity; it being understood that this waiver shall not extend to any measure of execution;

2. The premises of UNHCR office shall be inviolable. The property, funds and assets of UNHCR, wherever situated 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 UNHCR, and in general all documents belonging to held by it, shall be inviolable;

4. The funds, assets, income and other property of UNHCR shall be exempt from:

(a) Any form of direct taxation, provided that UNHCR will not claim exemption from charges for public utility services;

(b) Customs duties and prohibitions and restrictions on articles imported or exported by UNHCR for its official use, provided that articles imported under such exemption will not be sold in the country except under conditions agreed upon with the Government;

(c) Customs duties and prohibitions and restrictions in respect of the import and export of its publications.

5. Any materials imported or exported by UNHCR, by national or international bodies duly accredited by UNHCR to act on its behalf in connection with humanitarian assistance for refugees, shall be exempt from all customs duties and prohibitions and restrictions.

6. UNHCR shall not be subject to any financial controls, regulations or moratoria and may freely:

(a) Acquire from authorized commercial agencies, hold and use negotiable currencies, maintain foreign-currency accounts, and acquire through authorized institutions, hold and use funds, securities and gold;

(b) Bring funds, securities, foreign currencies and gold into the host country from any other country, use them within the host country or transfer them to other countries,

7. UNHCR shall enjoy the most favourable legal rate of exchange.

Article IX

COMMUNICATION FACILITIES

1. UNHCR shall enjoy, in respect of its official communications, treatment not less favorable than that accorded by the Government to any other Government including its diplomatic missions or to other intergovernmental, international orga-

nizations in matter of priorities, tariffs and charges on mail, cablegrams, telephotos, telephone, telegraph, telex and other communications, as well as rates for information to the press and radio.

2. The Government shall secure the inviolability of the official communications and correspondence of UNHCR and shall not apply any censorship to its communications and correspondence. Such inviolability, without limitation by reason of this enumeration, shall extend to publications, photographs, slides, films and sound recordings.

3. UNHCR shall have the right to use codes and to dispatch and receive correspondence and other materials by courier or in sealed bags which shall have the same privileges and immunities as diplomatic couriers and bags.

4. UNHCR shall have the right to operate radio and other telecommunications equipment, on United Nations registered frequencies, and those allocated by the Government, between its offices, within and outside the country, and in particular with UNHCR headquarters in Geneva.

Article X

UNHCR OFFICIALS

1. The UNHCR Representative, Deputy Representative and other senior officials, as may be agreed between UNHCR and the Government, shall enjoy, while in the country, in respect of themselves, their spouses and dependent relatives the privileges and immunities, exemptions and facilities normally accorded to diplomatic envoys. For this purpose the Ministry of Foreign Affairs shall include their names in the Diplomatic List.

2. UNHCR officials, while in the country, shall enjoy the following facilities, 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 to continue even after termination of employment with UNHCR;

(b) Immunity from inspection and seizure of their official baggage;

(c) Immunity from any military service obligations or any other of obligatory service;

(d) Exemption, with respect to themselves, their spouses, their relatives dependent on them and other members of their households from immigration restrictions and alien registration;

(e) Exemption from taxation in respect of the salaries and all other remuneration paid to them by UNHCR;

(f) Exemption from any form of taxation on income derived by them from sources outside the country;

(g) Prompt clearance and issuance, without cost, of visas, licences or permits (e.g. for communication facilities), if required and free movement within, to or from the country to the extent necessary for the carrying out of UNHCR international protection and humanitarian assistance programmes;

(h) Freedom to hold or maintain within the country, foreign exchange, foreign currency accounts and movable property and the right upon termination of employment with UNHCR to take out of the host country their funds for the lawful possession of which they can show good cause;

(i) The same protection and repatriation facilities with respect to themselves, their spouses and relatives dependent on them and other members of their households as are accorded in time of international crisis to diplomatic envoys;

(j) The right to import for personal use, free of duty and other levies, prohibitions and restrictions on imports:

(i) Their furniture and personal effects in one or more separate shipments and thereafter to import necessary additions to the same, including motor vehicles, according to the regulations applicable in the country to diplomatic representatives accredited in the country and/or resident members of international organizations;

(ii) Reasonable quantities of certain articles for personal use or consumption and not for gift or sale.

3. UNHCR officials who are nationals of or permanent residents in the host country shall enjoy only those privileges and immunities provided for in the Convention.

Article XI

LOCALLY RECRUITED PERSONNEL

1. Persons recruited locally and assigned to hourly rates to perform services for UNHCR shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity.

2. The terms and conditions of employment for locally recruited personnel shall be in accordance with the relevant United Nations resolutions, regulations and rules.

Article XII

EXPERTS ON MISSION

1. Experts performing mission for UNHCR shall be accorded such facilities, privileges and immunities as are necessary for the independent exercise of their functions. In particular they shall be accorded:

(a) Immunity from personal arrest or detention;

(b) Immunity from legal process of every kind in respect of words spoken or written and acts done by them in the course of the performance of their mission. This immunity shall continue to be accorded notwithstanding that they are no longer employed on missions for UNHCR;

(c) Inviolability for all papers and documents;

(d) For the purpose of their official communications, the right to use codes and to receive papers on correspondence by courier or in sealed bags;

(e) The same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;

(f) The same immunities and facilities including immunity from inspection and seizure in respect of their personal baggage as are accorded to diplomatic envoys.

Article XIII

PERSONS PERFORMING SERVICES ON BEHALF OF UNHCR

1. Except as the Parties may otherwise agree, the Government shall grant to all persons performing services on behalf of UNHCR, other than nationals of the host country employed locally, the privileges and immunities specified in article V, section 18, of the Convention. In addition, they shall be granted:

(a) Prompt clearance and issuance, without cost, of visas, licences or permits (e.g. for communication facilities) necessary for the effective exercise of their functions;

(b) Free movement within, to or from the country, to the extent necessary for the implementation of the UNHCR humanitarian programmes.

Article XIV

NOTIFICATION

1. UNHCR shall notify the Government of the names of UNHCR officials, experts on mission and other persons performing services on behalf of UNHCR, and of changes in the status of such individuals.

2. UNHCR officials, experts on mission and other persons performing services on behalf of UNHCR shall be provided with a special identity card certifying their status under this Agreement.

Article XV

WAIVER OF IMMUNITY

Privileges and Immunities are granted to UNHCR personnel in the interest of the United Nations and UNHCR and not for the personal benefit of the individuals concerned. The Secretary-General of the United Nations may waive the immunity of any of UNHCR personnel in any case where, in his opinion, the immunity would impede the course of justice and it can be waived without prejudice to the interests of the United Nations and UNHCR.

A similar of cooperation agreement was made between the United Nations (United Nations High Commissioner for Refugees) and the Government of Bosnia and Herzegovina (signed at Geneva on 18 March 1994)⁵¹

- (b) Agreement between the United Nations (United Nations High Commissioner for Refugees) and the Government of Albania on the establishment of a UNHCR field office in Albania.⁵³ Signed at Tirana on 13 April 1994

Article VI

FACILITIES FOR IMPLEMENTATION OF UNHCR HUMANITARIAN PROGRAMMES

1. The Government, in agreement with UNHCR, shall take any measure which may be necessary to exempt UNHCR officials, experts on mission and persons performing services on behalf of UNHCR from regulations or other legal provisions which may interfere with operations and projects carried out under this agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of UNHCR humanitarian programmes for refugees in the country. Such measures shall include the authorization to operate, free of licence fees, UNHCR radio and other telecommunications equipment; the granting of air traffic rights and the exemption from aircraft landing fees and royalties for emergency relief cargo flights, transportation of refugees and/or UNHCR personnel.

2. The Government, in agreement with UNHCR, shall assist the UNHCR officials in finding appropriate office premises, and shall put them at the disposal of UNHCR free of charge, or at a nominal rent.

3. The Government, in agreement with UNHCR, shall make arrangements and provide funds up to a mutually agreed amount, to cover the cost of local services and facilities for the UNHCR office, such as establishment, equipment, maintenance and rent, if any, of the office.

4. The Government shall ensure that the UNHCR office is at all times supplied with the necessary public services, and that such public services are supplied on equitable terms.

5. The Government shall take the necessary measures, when required, to ensure the security and protection of the premises of the UNHCR office and its personnel.

6. The Government shall facilitate the location of suitable housing accommodation for UNHCR personnel recruited internationally.

Article VII

PRIVILEGES AND IMMUNITIES

1. The Government shall apply to UNHCR, its property, funds and assets, and to its officials and experts on mission the relevant provisions of the Convention on the Privileges and Immunities of the United Nations. The Government also agrees to grant to UNHCR and its personnel such additional privileges and immunities as may be necessary for the effective exercise of the international protection and humanitarian assistance functions of UNHCR.

2. Without prejudice to paragraph 1 of this article, the Government shall in particular extend to UNHCR the privileges, immunities, rights and facilities provided in articles VIII to XV of this Agreement.

Article VIII

UNHCR OFFICE, PROPERTY, FUNDS AND ASSETS

1. UNHCR, its property, funds, and assets, wherever located and by whomsoever held, shall be immune from every form of legal process, except insofar as in any particular case it has expressly waived its immunity; it being understood that this waiver shall not extend to any measure of execution.

2. The premises of UNHCR office shall be inviolable. The property, funds and assets of UNHCR, wherever situated 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 UNHCR, and in general all documents belonging to or held by it, shall be inviolable.

4. The funds, assets, income and other property of UNHCR shall be exempt from:

(a) Any form of direct taxation, provided that UNHCR will not claim exemption from charges for public utility services;

(b) Customs duties and prohibitions and restrictions on articles imported or exported by UNHCR for its official use, provided that articles imported under such exemption will not be sold in the country except under conditions agreed upon with the Government;

(c) Customs duties and prohibitions and restrictions in respect of the import and export of its publications.

5. Any materials imported or exported by UNHCR, by national or international bodies duly accredited by UNHCR to act on its behalf in connection with humanitarian assistance for refugees, shall be exempt from all customs duties and prohibitions and restrictions.

6. UNHCR shall not be subject to any financial controls, regulations or moratoriums and may freely:

(a) Hold all kinds of deposits, exchange leks or foreign-currency at banks or financial institutions, open accounts in leks or foreign-currency. In addition it may maintain at banks gold or other valuable metals, securities, or buy from and sell to the bank gold or other valuable metals.

(b) Bring foreign currency, gold or other valuable metals to the host country from other countries, use them within the host country or transfer them to other countries in accordance to the legislation of the host country, as consistent with the privileges and immunities otherwise provided for in this Agreement.

7. UNHCR shall enjoy the most favourable legal rate of exchange.

Article IX

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1. UNHCR shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any other Government including its diplomatic missions or to other intergovernmental, international orga-

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3. UNHCR shall have the right to use codes and to dispatch and receive correspondence and other materials by courier or in sealed bags which have the same privileges and immunities as diplomatic couriers and bags.

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(b) Immunity from inspection and seizure of their official baggage;

(c) Immunity from any military service obligations or any other obligatory service;

(d) Exemption, with respect to themselves, their spouses, their relatives dependent on them and other members of their households from immigration restriction and alien registration;

(e) Exemption from taxation in respect of the salaries and all other remuneration paid to them by UNHCR;

(f) Exemption from any form of taxation on income derived by them from sources outside the country;

(g) Prompt clearance and issuance, without cost, of visas, licences or permits, if required and free movement within, to or from the country to the extent necessary for the caring out of UNHCR international protection and humanitarian assistance programmes;

(h) Freedom to hold or maintain within the country, foreign exchange, foreign currency accounts and movable property and the right upon termination of employment with UNHCR to take out of the host country their funds for the lawful possession of which they can show good cause;

(i) The same protection and repatriation facilities with respect to themselves, their spouses and relatives dependent on them and other members of their households as are accorded in time of international crisis to diplomatic envoys;

(j) The right to import for personal use, free of duty in other levies, prohibitions and restrictions on imports:

(i) Their furniture and personal effects in one or more separate shipments and thereafter to import necessary additions to the same, including motor vehicles, according to the regulations applicable in the country to diplomatic representatives accredited in the country and/or resident members of international organizations;

(ii) Reasonable quantities of certain articles for personal use or consumption and not for gift or sale.

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(b) Immunity from legal process of every kind in respect of words spoken or written and acts done by them in the course of the performance of their mission. This immunity shall continue to be accorded notwithstanding that they are no longer employed on missions for UNHCR;

(c) Inviolability for all papers and documents;

(d) For the purpose of their official communications, the right to use codes and to receive papers or correspondence by courier or in sealed bags;

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Article XV

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Privileges and Immunities are granted to UNHCR personnel in the interests of the United Nations and UNHCR and not for the personal benefit of the individuals concerned. The Secretary-General of the United Nations may waive the immunity of any of UNHCR personnel in any case where, in his opinion, the immunity would impede the course of justice and it can be waived without prejudice to the interests of the United Nations and UNHCR.

Article XVI

SETTLEMENT OF DISPUTES

Any dispute between UNHCR and the Government arising out of or relating to this Agreement shall be settled amicably by negotiation or other agreed mode of settlement, failing which such dispute shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within

fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. All decisions of the arbitrators shall require a vote of two of them. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

Similar agreements were made between the United Nations (United Nations High Commissioner for Refugees) and the Governments of: Benin (signed at Cotonou on 15 November 1994)⁵³, Cambodia (signed at Phnom Penh on 13 September 1994)⁵⁴, Ghana (signed at Accra on 16 November 1994)⁵⁵, and Uganda (signed at Kampala on 2 September 1994)⁵⁶

B. Treaty provisions concerning the legal status of intergovernmental organizations related to the United Nations

1. CONVENTION ON THE PRIVILEGES AND IMMUNITIES OF THE SPECIALIZED AGENCIES.⁵⁷ APPROVED BY THE GENERAL ASSEMBLY OF THE UNITED NATIONS ON 21 NOVEMBER 1947

In 1994, the following States acceded to the Convention or, if already parties, undertook by a subsequent notification to apply the provisions of the Convention, in respect of the specialized agencies indicated below:

<i>State</i>	<i>Date of receipt of instrument of the accession or notification</i>	<i>Specialized Agencies</i>
Russian Federation	29 June 1994 (notification)	IMF, IBRD, IFC, IDA

As of 31 December 1994, 102 States were parties to the Convention.⁵⁸

2. AGREEMENT BETWEEN THE UNITED NATIONS, THE INTERNATIONAL LABOUR ORGANISATION, THE WORLD HEALTH ORGANIZATION AND SWEDEN REGARDING THE ARRANGEMENTS FOR THE INTERNATIONAL CONFERENCE ON CHEMICAL SAFETY TO BE HELD AT STOCKHOLM FROM 25 TO 29 APRIL 1994. SIGNED AT GENEVA ON 21 APRIL 1994⁵⁹

Article X

LIABILITY

1. The Government shall be responsible for dealing with any claim against the Organizations or their officials, arising out of:

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

(b) Injury or damage to persons, or property caused by, or incurred in using, the transport services referred to in article VI that are provided by or are under the control of the control of the Government;

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

2. The Government shall hold harmless the Organizations, and their officials, in respect of any such claim, resulting from the performance of the services under this Agreement, except where it is agreed by the heads of the organizations, and the Government, that such claims arise from gross negligence or wilful misconduct of such persons.

Article XI

PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations of 13 February 1946 (hereinafter referred to as “the United Nations Convention”), and the Convention on the Privileges and Immunities of Specialized Agencies of 21 November 1947 (hereinafter referred to as “the Specialized Agencies Convention”), to which Sweden is a Party, shall be applicable in respect of the Conference. In particular, the representatives of States and of the intergovernmental organs referred in an article II, paragraph 1(a) and (e), above shall and enjoy the privileges and immunities provided under articles IV of the United Nations Convention, and V of the Specialized Agencies Convention as appropriate, the officials of the Organizations performing functions in connection with the Conference referred to in article II, paragraphs 1(g) and 2, above, shall enjoy the privileges and immunities provided under articles V and VII of the United Nations Convention, and VI and VIII of the Specialized Agencies Convention as appropriate, and any experts on mission for the United Nations, the International Labour Organization, or the World Health Organization, in connection with the Conference shall enjoy the privileges and immunities provided under articles VI and VII of the United Nations Convention, or the applicable annexes to the Specialized Agencies Convention, as the case may be.

2. The representatives or observers referred to in article II, paragraph 1(b), (d) and (h) above shall be considered by the Organizations as experts on mission in connection with the Conference and shall enjoy the privileges and immunities under articles VI and VII of the United Nations Convention and the applicable annexes to the Specialized Agencies Convention.

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

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

5. Without prejudice to the provisions of the United Nations Convention and of the Specialized Agencies Convention, all participants and persons performing functions in connection with the Conference shall enjoy the facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Conference.

6. The observers from the non-governmental organizations referred to in article II, paragraph 1(f), and the representatives of information media referred to in article II, paragraph 3, above shall be accorded the appropriate facilities necessary for the independent exercise of their functions in connection with the Conference.

7. All persons referred to in article II shall have the right of entry into and exit from Sweden, and no impediment shall be imposed on their transit to and from the conference area. They shall be granted facilities for speedy travel. Visas and entry permits, where required, shall be granted as speedily as possible and free of charge. Arrangements shall also be made to ensure that visas for the duration of the Conference are delivered at Arlanda Airport, to participants who were unable to obtain them prior to their arrival.

8. For the purposes of the United Nations Convention, the conference premises specified in article III, paragraph 1, above shall be deemed to constitute premises of the United Nations in the sense of section 3 of the Convention and access thereto shall be subject to the authority and control of the Organizations. The premises shall be inviolable for the duration of the Conference, including the preparatory stage and the winding-up.

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

Article XII

In addition to the Conference, the present Agreement shall be applicable to the pre-conference events taking place in Sweden on 23 and 24 April 1994.

3. FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS

(a) Agreement based on the standard “Memorandum of Responsibilities” in respect of FAO sessions

Agreements concerning specific sessions held outside FAO headquarters, containing provisions on privileges and immunities of FAO and participants similar to the standard text (published in *Juridical Yearbook, 1972*, p. 32), were concluded in 1995 with the Governments of the following countries acting as hosts to such sessions: Brazil, Canada, Cyprus, Dominica, France*, Germany*, Honduras, Indonesia, Morocco, Oman, Pakistan, Philippines, Romania, Somoa, Senegal, Slovenia, South Africa, Spain*, Tunisia, Turkey, United Republic of Tanzania, and Venezuela.⁶⁰

Non-member nation: The Russian Federation

(b) Agreements based on the standard will “Memorandum of Responsibilities” in respect of seminars, workshops, training courses or related study tours

Agreements concerning specific training activities, containing provisions on privileges and immunities of FAO and participants similar to the standard text (published in *Juridical Yearbook, 1972*, p. 33), were concluded in 1994 with the Governments of the following countries acting as hosts to such training activities: Brazil, Kenya, Slovenia and Syrian Arab Republic.

4. UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

Agreements relating to conferences, seminars and other meetings.

The following clauses were used in agreements between UNESCO and member States concerning UNESCO meetings organized in those States during 1994:

“Privileges and immunities

The Government of (member 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 thereof, to which (member State) has been party since (applicable date). In particular, the Government shall ensure that no restriction is placed upon the entry into, sojourn in and departure from the territory of (member 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 pertinent rules and regulations.

“Damage and accidents

As long as the premises reserved for the meeting are at the disposal of UNESCO, the Government of (member 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. However, the authorities of (member State) shall be entitled adopt appropriate measures to ensure the protection, particularly against fire and other risks, of the above-mentioned premises, facilities, furniture and persons. They may claim from UNESCO compensation for any damage to persons and property caused by the fault of staff members or agents of the Organization.”

5. WORLD HEALTH ORGANIZATION

Basic Agreement between the World Health Organization and Eritrea
for the establishment of technical advisory cooperation relations.
Signed at Brazzaville on 25 November 1994 and at Asmara on 20
December 1994.⁶¹

Article I

ESTABLISHMENT OF TECHNICAL ADVISORY COOPERATION

1. The Organization shall establish technical advisory cooperation with the Government, subject to budgetary limitation or the availability of the necessary funds. The Organization and the Government shall cooperate in arranging, on the basis of the requests received from the Government and approved by the Organization, mutually agreeable plans of operation for the carrying out of the technical advisory cooperation.

2. Such technical advisory cooperation shall be established in accordance with the relevant resolutions and decisions of the World Health Assembly, the Executive Board and other organs of the Organization.

...

5. Any technical equipment or supplies which may be furnished by the Organization shall remain its property unless and until such time as title may be transferred in accordance with the policies determined by the World Health Assembly and existing at the date of transfer.

6. The Government shall be responsible for dealing with any claims which may be brought by third parties against the Organization and its advisers, agents and employees and shall hold harmless the Organization and its advisers, agents and employees in case of any claims or liabilities resulting from operations under this Agreement, except where it is agreed by the Government and the Organization that such claims or liabilities rise from the gross negligence or wilful misconduct of such advisers, agent or employees.

...

Article III

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE ORGANIZATION

1. The Organization shall defray, in full or in part, as may be mutually agreed upon, the costs necessary to the technical advisory cooperation which are payable outside the country, as follows:

- (a) The salaries and subsistence (including duty travel per diem) of the advisers;
- (b) The cost of transportation of the advisers during their travel to and from the point of entry into the country;
- (c) The cost of any other travel outside the country;
- (d) Insurance of the advisers;
- (e) Purchase and transport to and from the point of entry into the country of any equipment or supplies provided by the Organization;
- (f) Any other expenses outside the country approved by the Organization.

2. The Organization shall defray such expenses in local currency as are not covered by the Government pursuant to article IV, paragraph 1, of this Agreement.

Article IV

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE GOVERNMENT

1. The Government shall contribute to the cost of technical advisory cooperation by paying for, or directly furnishing, the following facilities and services:

- (a) Local personnel services, technical and administrative, including the necessary local secretarial help, interpreters, translators and related assistance;
- (b) The necessary office space and other premises;
- (c) Equipment and supplies produced within the country;
- (d) Transportation of personnel, supplies and equipment for official purposes within the country;
- (e) Postage and telecommunications for official purposes;

(f) Facilities for receiving medical care and hospitalization by the international personnel.

2. The Government shall defray such portion of the expenses to paid outside the country as are not covered by the Organization, and as may be mutually agreed upon.

3. In appropriate cases the Government shall put at the disposal of the Organization such labour, equipment, supplies and other services or property as may be needed for the execution of its work and as may be mutually agreed upon.

Article V

FACILITIES, PRIVILEGES AND IMMUNITIES

1. The Government, insofar as it is not already bound to do so, shall apply to the Organization, its staff, funds, properties and assets the appropriate provisions of the Convention on the Privileges and Immunities of the Specialized Agencies.

2. Staff of the Organization, including advisers engaged by it as members of the staff assigned to carry out the purposes of this Agreement, shall be deemed to be official within the meaning of the above Convention. The WHO Representative appointed to Eritrea shall be afforded the treatment provided for under section 21 of the said Convention.

Similar agreements were also concluded between the World Health Organization and the Governments of: Bosnia and Herzegovina (signed at Geneva on 15 June 1994)⁶², Estonia (signed at Geneva on 28 June 1994)⁶³, Kazakhstan (signed at Geneva on 12 December 1994)⁶⁴, Lithuania (signed at Geneva on 28 July 1994)⁶⁵, Micronesia (Federated States of) (signed at Manila on 25 November 1994 and at Pohnpei on 27 December 1994)⁶⁶, Republic of Moldova (signed at Geneva on 21 July 1994)⁶⁷, and Niue (signed at Kuala Lumpur on 21 September 1994)⁶⁸.

6. UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

Basic Cooperation Agreement between the United Nations (United Nations Industrial Development Organization) and the Government of the Gambia. Signed at Vienna on 27 January 1994.⁶⁹

Article III

UNIDO COUNTRY DIRECTOR IN THE REPUBLIC OF THE GAMBIA

1. UNIDO may appoint, where appropriate upon consultation with the United Nations Development programme, a UNIDO Country Director in the Republic of The Gambia. The Director shall be responsible for the industrial development operational activities of UNIDO at the country level. In the performance of his duties the Director shall be the principal channel of communication between the Government and UNIDO in matters pertaining to the formulation, implementation and evaluation of UNIDO assisted projects. The Director shall maintain liaison on behalf of UNIDO with the appropriate organs of the Government and shall coordinate his activities with those of the Resident Coordinator of the United Nations and of the Resident Representative of the United Nations Development Programme in the country.

2. The contributions of the Government to the support costs for the services of the Director shall be laid down in a supplementary agreement, which is hereby incorporated by reference and becomes part of this Agreement.

...

Article X

PRIVILEGES AND IMMUNITIES

1. The Government shall apply to UNIDO, including its organs, its property, funds, assets and its officials, including the UNIDO Country Director in the Republic of The Gambia and his 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 any annex to that Convention applicable to UNIDO.

2. The Director and his 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 Director 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 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 Convention 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 subparagraph 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 operational experts, volunteers, consultants and juridical as well as natural persons and their employees. It includes governmental or non-governmental 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.

Article XI

FACILITIES FOR IMPLEMENTATION OF UNIDO ASSISTANCE

1. The Government shall take any measures which may be necessary to exempt UNIDO, its experts and other persons performing services on its behalf from regulations or other legal provisions which may interfere with operations under this Agreement and shall grant them such other facilities as may be necessary for the speedy and efficient implementation of UNIDO assistance. It shall, in particular, grant them the following rights and facilities:

- (a) Prompt clearance of experts and other persons performing services on behalf of UNIDO;
- (b) Prompt issuance without cost of necessary visas, licences or permits;
- (c) Access to the site of work and all necessary rights of way;
- (d) Free movement within or to or from the country to the extent necessary for proper execution of UNIDO assistance;
- (e) The most favourable legal rate of exchange;
- (f) Any permits necessary for the tax and duty-free importation of equipment, materials and supplies, and for their subsequent tax and duty-free exportation;
- (g) Any permits necessary for tax and duty-free importation of property belonging to and intended for the personal use or consumption of officials of UNIDO, or of other persons performing services on its behalf, and for the subsequent tax and duty-free exportation of such property; and
- (h) Prompt release from customs of the items mentioned in subparagraphs (f) and (g) above.

2. Assistance under this Agreement being provided for the benefit of the Government and people of the Republic of The Gambia, the Government shall bear all risks of operations arising under this Agreement. It shall be responsible for dealing with claims which may be brought by third parties against UNIDO, its officials or other persons performing services on their behalf and shall hold them harmless in respect of claims or liabilities arising from operations under this Agreement. The foregoing provision shall not apply where the Government and UNIDO have agreed that a claim or liability arises from the gross negligence or wilful misconduct of the above-mentioned individuals.

7. INTERNATIONAL ATOMIC ENERGY AGENCY

Agreement between the International Atomic Energy Agency and Ukraine for the application of safeguards to all nuclear material in all peaceful nuclear activities of Ukraine. Signed at Vienna on 28 September 1994.⁷⁰

APPLICATION OF SAFEGUARDS

Article 2

The Agency shall have the right and the obligation to ensure that safeguards will be applied, in accordance with the terms of this Agreement, on all nuclear material in all peaceful nuclear activities within the territory of Ukraine, under its jurisdiction or carried out under its control anywhere, for the exclusive purposes of verifying that such material is not diverted to nuclear weapons or other nuclear explosive devices.

CO-OPERATION BETWEEN UKRAINE AND THE AGENCY

Article 3

Ukraine and the Agency shall cooperate to facilitate the implementation of the safeguards provided for in this Agreement.

...

PRIVILEGES AND IMMUNITIES

Article 10

Ukraine shall apply to the Agency (including its property, funds and assets) and to its inspectors and other officials, performing functions under this Agreement, the relevant provisions of the Agreement on the Privileges and Immunities of the International Atomic Energy Agency.⁷¹

...

INTERNATIONAL RESPONSIBILITY

Article 17

Any claim by Ukraine against the Agency or by the Agency against Ukraine in respect of any damage resulting from the implementation of safeguards under this Agreement, other than damage arising out of a nuclear incident, shall be settled in accordance with international law.

...

INTERPRETATION AND APPLICATION OF THE AGREEMENT
AND SETTLEMENT OF DISPUTES

Article 20

Ukraine and the Agency shall, at the request of either, consult about any question arising out of the interpretation or application of this Agreement.

Article 21

Ukraine shall have the right to request that any question arising out of the interpretation or application of this Agreement be considered by the Board. The Board shall invite Ukraine to participate in the discussion of any such question by the Board.

Article 22

Any dispute arising out of the interpretation or application of this Agreement, except a dispute with regard to a finding by the Board under article 19 or an action taken by the Board pursuant to such a finding, which is not settled by negotiation or another procedure agreed to by Ukraine and the Agency shall, at the request of either, be submitted to an arbitral tribunal composed as follows: Ukraine and the Agency shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman. If, within thirty days of the request for arbitration, either Ukraine or the Agency has not designated an arbitrator, either Ukraine or the Agency may request President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected. A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions require the concurrence of two arbitrators. The arbitral procedure shall be fixed by the tribunal. The decisions of the tribunal shall be binding on Ukraine and the Agency.

Agreements with similar provisions were concluded between the International Atomic Energy Agency and the Governments of: Croatia (signed at Vienna on 9 June 1994)⁷² and Zambia (signed at Vienna on 22 September 1994)⁷³ concerning the application of safeguards in connection with the Treaty on the Non-Proliferation on Nuclear Weapons (with Protocol).

An agreement was also concluded between the International Atomic Energy Agency and the Government of India (signed at Vienna on 16 February 1994)⁷⁴ for the application of safeguards under INFCIRC/154, Part I, and under the agreements between India and the International Atomic Energy Agency contained in exchanges of letters dated 1 October and 1 December 1993.

NOTES

¹United Nations, *Treaty Series*, vol. 1, p. 15.

²For the list of those States, see *Multilateral Treaties Deposited with the Secretary-General of the United Nations*. (United Nations publication, Sales No. E.95.V.5).

³Came into force on the date of signature.

⁴Came into force provisionally on 29 July 1994.

⁵United Nations, *Treaty Series*, vol. 500, p. 95.

⁶Came into force on 14 June 1994.

⁷United Nations, *Treaty Series*, vol. 75, Nos. 970-973 p. 5.

⁸United Nations, *Treaty Series*, vol. 1125, p. 3 and 609.

⁹United Nations, *Treaty Series*, vol. 249, p. 215.

¹⁰Came into force on 29 July 1994.

¹¹Came into force on the date of signature.

¹²Came into force on the date of signature.

¹³United Nations, *Treaty Series*, vol. 33, p. 261.

¹⁴*Ibid.*, vol. 334, p. 147.

¹⁵Came into force on the date of signature.

¹⁶Came into force on the date of signature.

¹⁷Based on General Assembly resolution 35/10 C, annex, para. 10.

¹⁸Came into force on the date of signature.

¹⁹Came into force on the date of signature.

²⁰Came into force on the date of signature.

²¹Came into force on 17 June 1994.

²²Came into force on 7 April 1994.

²³Came into force on 26 October 1994.

²⁴Came into force on 29 April 1994.

²⁵Came into force on 25 February 1994.

²⁶ENVWA./R.54 and Add.1.

²⁷Came into force on 1 June 1994.

²⁸Came into force on the date of signature.

²⁹United Kingdom, *Treaty Series*, vol. 33. United Kingdom Cmnd. 9557.

³⁰Came into force provisionally on 23 September 1994.

³¹Came into force on the date of signature.

³²Came into force provisionally on the date of signature.

³³Came into force on the date of signature.

³⁴Came into force on the date of signature.

³⁵Came into force on the date of signature.

³⁶Came into force on 15 December 1994.

³⁷Came into force on 12 November 1994.

³⁸Came into force on 31 August 1994.

³⁹Came into force on 20 October 1994.

⁴⁰Came into force on the date of signature.

⁴¹Came into force on the date of signature.

⁴²Came into force on the date of signature.

⁴³Came into force on the date of signature.

⁴⁴Came into force provisionally on the date of signature.⁴⁵Came into force on the date of signature.

⁴⁶Came into force on the date of signature.

⁴⁷Came into force provisionally on the date of signature.

⁴⁸Came into force on 26 May 1994.

⁴⁹Came into force on the date of signature.

⁵⁰Came into force on the date of signature.

⁵¹Came into force on the date of signature.

⁵³Came into force provisionally on the date of signature.

⁵³Came into force on the date of signature.

⁵⁴Came into force on the date of signature.

⁵⁵Came into force provisionally on the date of signature.

⁵⁶Came into force on the date of signature.

⁵⁷United Nations, *Treaty Series*, vol. 33, p. 161.

⁵⁸For the text of those States, see *Multilateral Treaties Deposited with the Secretary-General* (United Nations publication, Sales No. E. 95.V.5).

⁵⁹Came into force on the date of signature.

⁶⁰Certain departures from the standard texts or amendments thereto were introduced at the request of the host Governments.

⁶¹Came into force on 20 December 1994.

⁶²Came into force on the date of signature.

⁶³Came into force on the date of signature.

⁶⁴Came into force on the date of signature.

⁶⁵Came into force on the date of signature.

⁶⁶Came into force on 27 December 1994..

⁶⁷Came into force on the date of signature.

⁶⁸Came into force on the date of signature.

⁶⁹Came into force on the date of signature.

⁷⁰Came into force on 13 January 1995.

⁷¹United Nations, *Treaty Series*, vol. 334, p. 147.

⁷²Came into force on 19 January 1995.

⁷³Came into force on date of signature.

⁷⁴Came into force on 1 March 1994.