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UNITED NATIONS JURIDICAL YEARBOOK

2001

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 INTER-GOVERNMENTAL 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 ASSEMBLY OF THE UNITED NATIONS ON 13 FEBRUARY 1946

As at 31 December 2001, there were 145 States parties to the Convention.²

2. AGREEMENTS RELATING TO INSTALLATIONS AND MEETINGS

(a) Agreement between the United Nations and Ethiopia concerning the status of the United Nations Mission in Ethiopia and Eritrea. Signed at New York on 23 March 2001³

I. DEFINITIONS

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

(a) “UNMEE” means the United Nations Mission in Ethiopia and Eritrea established in accordance with Security Council resolution 1312 (2000) and resolution 1320 (2000) with the mandate described in the above-mentioned resolutions.

UNMEE shall consist 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 Agreement shall, except in paragraph 26, include any member of UNMEE to whom he delegates a specified function or authority;
- (ii) A “civilian component” consisting of United Nations officials and of other persons assigned by the Secretary-General to assist the Special Representative or made available by participating States to serve as part of UNMEE;
- (iii) A “military component” consisting of military and civilian personnel made available to UNMEE by participating States at the request of the Secretary-General;

(b) a “member of UNMEE” means the Special Representative of the Secretary-General and any member of the civilian or military components;

(c) “the Government” means the Government of Ethiopia;

(d) “the territory” means the territory of Ethiopia;

(e) A “participating State” means a State providing personnel, services, equipment, provisions, supplies, material and other goods to any of the above-mentioned components of UNMEE;

(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;

(g) “contractors” means persons, other than members of UNMEE, engaged by the United Nations, including juridical as well as natural persons and their employees and subcontractors, to perform services and/or supply equipment, provisions, supplies, materials and other goods in support of UNMEE activities. Such contractors shall not be considered third-party beneficiaries to this Agreement;

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

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

(j) “temporary security zone” means the zone of separation between the Ethiopian and Eritrean forces as defined in paragraph 5 of the report of the Secretary-General of the United Nations to the Security Council of 30 June 2000⁴

II. APPLICATION OF THE PRESENT AGREEMENT

2. Unless specifically provided otherwise, the provisions of the present Agreement and any obligation undertaken by the Government or any privilege, immunity, facility or concession granted to UNMEE or any member thereof or to contractors applies in Ethiopia only.

III. APPLICATION OF THE CONVENTION

3. UNMEE, its property, funds and assets, and its members, including the Special Representative, shall enjoy the privileges and immunities specified in the present Agreement as well as those provided for in the Convention, to which Ethiopia is a party.

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

IV. STATUS OF UNMEE

5. UNMEE and its members shall refrain from any action or activity incompatible with the impartial and international nature of their duties or which is inconsistent with the spirit of the present arrangements. UNMEE 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. Without prejudice to the mandate of UNMEE and its international status:

(a) The United Nations shall ensure that UNMEE shall conduct its operation in Ethiopia with full respect for the principles and rules of the international conventions applicable to the conduct of military personnel. These international conventions include the four Geneva Conventions of 12 August 1949 and their Additional Protocols of 8 June 1977 and the UNESCO Convention of 14 May 1954 on the Protection of Cultural Property in the event of armed conflict;

(b) The Government undertakes to treat at all times the military personnel of UNMEE with full respect for the principles and rules of the 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. UNMEE and the Government shall therefore ensure that members of their respective military personnel are fully acquainted with the principles and rules of the above-mentioned international instruments.

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

United Nations flag, markings and identification

8. The Government recognizes the right of UNMEE to display within Ethiopia 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, UNMEE shall give sympathetic consideration to observations or requests of the Government of Ethiopia.

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

Communications

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

11. Subject to the provisions of paragraph 10:

(a) UNMEE shall have the right to install, in consultation with the Government, and operate United Nations radio stations to disseminate information relating to its mandate. UNMEE shall also have the right to install and operate radio sending and receiving stations as well as satellite systems to connect appropriate points within the territory of Ethiopia with each other and with United Nations offices in other countries, and to exchange telephonic, voice, facsimile and other electronic data with the United Nations global telecommunications network. The United Nations radio stations and telecommunication services shall be operated in accordance with the Constitution and Convention of the International Telecommunication Union and its Regulations and the relevant frequencies on which any such station may be operated shall be decided upon in cooperation with the Government.

(b) UNMEE shall enjoy, within the territory of Ethiopia, the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, electronic mail, facsimile or any other means, and of establishing the necessary facilities for maintaining such communications within and between premises of UNMEE, 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 telephone, facsimile and other electronic data 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 telephone, facsimile and other electronic data will be charged at the most favourable rate.

(c) UNMEE may make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of UNMEE. The Government shall be informed of the nature of such arrangements and shall not interfere with or apply censorship to the mail of UNMEE or its members. In the event that postal arrangements applying to private mail of members of UNMEE 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.

(d) It is further understood that UNMEE will enjoy the above-mentioned facilities with respect to communications in Ethiopia without the payment of licence or permit fees or any other taxes.

Travel and transport

12. UNMEE and its members as well as contractors shall enjoy, together with vehicles, including vehicles of contractors used exclusively in the performance of their services for UNMEE, vessels, aircraft and equipment, freedom of movement without delay within Ethiopia. That freedom shall, with respect to large movements of personnel, stores, vehicles or aircraft through airports or on railways or roads used for general traffic within Ethiopia, be coordinated with the Government. The Government undertakes to supply UNMEE, 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. Freedom of movement shall also include free and direct land and air passage across the lines of the temporary security zone both north and south, for UNMEE and all its members. Free and direct air passage across the lines of the temporary security zone shall be in coordination with the Government.

13. Vehicles shall not be subject to registration or licensing by the Government, provided that all such vehicles shall carry third-party insurance.

14. UNMEE and its members as well as contractors, together with their vehicles, including vehicles of contractors used exclusively in the performance of their services for UNMEE, as well as aircraft, may use roads, bridges, canals and other waters, port facilities, airfields and airspace without the payment of dues, tolls, landing fees, parking fees, overflight fees or charges, including wharfage charges. However, UNMEE will not claim exemption from charges which are in fact charges for services rendered, it being understood that such charges for services rendered will be charged at the most favourable rates.

Privileges and immunities of UNMEE

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

(a) To import, free of duty or other restrictions, equipment, provisions, supplies, fuel and other goods which are for the exclusive and official use of UNMEE 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 UNMEE, but not of locally recruited personnel. Such commissaries may provide goods of a consumable 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 UNMEE, and he shall give sympathetic consideration to observations or requests 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, fuel and other goods which are for the exclusive and official use of UNMEE 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, fuel 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 Ethiopia or 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 UNMEE and the Government at the earliest possible date.

V. FACILITIES FOR UNMEE AND ITS CONTRACTORS

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

16. The Government shall to the extent possible provide at no cost to the United Nations 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 UNMEE. Without prejudice to the fact that all such premises remain Ethiopian territory, they shall be inviolable and subject to the exclusive control and authority of the United Nations. The Government shall guarantee unimpeded access to such United Nations premises. Where United Nations troops are co-located with military personnel of the host country, a permanent, direct and immediate access by UNMEE to those premises shall be guaranteed.

17. The Government undertakes to assist UNMEE 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 powers the same priority to the needs of UNMEE as to essential government services. Where such utilities or facilities are not provided free of charge, payment shall be made by UNMEE on terms to be agreed with the competent authority. UNMEE shall be responsible for the maintenance and upkeep of facilities so provided.

18. UNMEE 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 of any other person who is not a member of UNMEE to such premises.

Provisions, supplies and services, and sanitary arrangements

20. The Government agrees to grant expeditiously all necessary authorizations, permits and licences required for the importation and exportation of equipment, provisions, supplies, fuel, materials and other goods exclusively used in support of UNMEE, including in respect of importation and exportation by contractors, free of any restrictions and without the payment of duties, charges or taxes including value-added tax.

21. The Government undertakes to assist UNMEE as far as possible in obtaining equipment, provisions, supplies, fuel, materials and other goods exclusively used and services from local sources required for its subsistence and operations. In respect of equipment, provisions, supplies, materials and other goods purchased locally by UNMEE or by contractors for the official and exclusive use of UNMEE, the Government shall whenever possible make appropriate administrative arrangements for the remission or return of any excise or tax payable as part of the price. Accordingly, as far as bulk purchases of equipment, provisions, supplies, materials and other goods purchased locally by UNMEE or by contractors for the official and exclusive use of UNMEE are concerned, the Government shall make appropriate administrative arrangements for the remission or return of any excise or tax payable as part of the price. In respect of all other purchases of equipment, provisions, supplies, materials and other goods purchased locally by UNMEE or by contractors for the official and exclusive use of UNMEE, the Government shall undertake to put in place the necessary implementation mechanisms to ensure the remission or return of any excise or tax payable as part of the price.

22. For the proper performance of the services provided by contractors, other than Ethiopian nationals, in support of UNMEE, the Government agrees to provide contractors with facilities concerning their entry into and departure from Ethiopia as well as their repatriation in time of crisis. For this purpose, the Government shall promptly issue to contractors, free of charge and without any restrictions, all necessary visas, licences or permits. Contractors other than Ethiopian nationals shall be accorded exemption from taxes in Ethiopia on the services provided to UNMEE, including corporate, income, social security and other similar taxes arising directly from the provision of such services.

23. UNMEE 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

24. UNMEE 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 UNMEE and to accelerate the process of such recruitment.

Currency

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

VI. STATUS OF THE MEMBERS OF UNMEE

Privileges and immunities

26. The Special Representative, the Commander of the military component of UNMEE 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.

27. Officials of the United Nations assigned to the civilian component to serve with UNMEE, as well as United Nations Volunteers who shall be assimilated thereto, remain officials of the United Nations entitled to the privileges and immunities of articles V and VII of the Convention.

28. Military observers and civilian personnel other than United Nations officials whose names are for this 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.

29. Military personnel of national contingents assigned to the military component of UNMEE shall have the privileges and immunities specifically provided for in the present Agreement.

30. Unless otherwise specified in the present Agreement, locally recruited personnel of UNMEE 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.

31. Members of UNMEE 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 Ethiopia. They shall also be exempt from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.

32. Members of UNMEE shall have the right to import free of duty their personal effects in connection with their arrival in Ethiopia. They shall be subject to the laws and regulations of Ethiopia governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in Ethiopia with UNMEE. Special facilities will be granted by the Government for the speedy processing of entry and exit formalities for all members of UNMEE, including the military component, upon prior written notification. On departure from

Ethiopia, members of UNMEE 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 UNMEE.

33. The Special Representative shall cooperate with the Government and shall render all assistance within his power in ensuring the observance of the customs and fiscal laws and regulations of Ethiopia by the members of UNMEE, in accordance with the present Agreement.

Entry, residence and departure

34. The Special Representative and members of UNMEE shall, whenever so required by the Special Representative, have the right to enter into, reside in and depart from Ethiopia.

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

36. For the purpose of such entry or departure, members of UNMEE shall only be required to have: (a) an individual or collective movement order issued by or under the authority of the Special Representative or any appropriate authority of a participating State; and (b) a personal identity card issued in accordance with paragraph 37 of the present Agreement, except in the case of first entry, when the United Nations laissez passer, national passport or personal identity card issued by the United Nations or appropriate authorities of a participating State shall be accepted in lieu of the said identity card.

Identification

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

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

Uniforms and arms

39. Military members of UNMEE shall wear, while performing official duties, the national military or police uniform of their respective 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 UNMEE may be authorized by the Special Representative at other times. Military members of UNMEE 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

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

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

42. Without prejudice to the provisions of paragraph 39, 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 UNMEE for the carrying or use of firearms or ammunition in connection with the functioning of UNMEE.

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

43. The Special Representative shall take all appropriate measures to ensure the maintenance of discipline and good order among members of UNMEE, as well as locally recruited personnel. To this end, personnel designated by the Special Representative shall police the premises of UNMEE 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 deployment is necessary to maintain discipline and order among members of UNMEE.

44. The military police of UNMEE shall have the power of arrest over the military members of UNMEE. 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 43 above may take into custody any other person on the premises of UNMEE. 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.

45. Subject to the provisions of paragraphs 26 and 28, officials of the Government may take into custody any member of UNMEE:

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

(b) When such a member of UNMEE 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 UNMEE, whereafter the provisions of paragraph 51 shall apply mutatis mutandis.

46. When a person is taken into custody under paragraph 44 or paragraph 45 (b), UNMEE 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 arresting authority shall be given access to the person concerned for further interrogation upon request.

47. UNMEE 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 44 to 46.

48. The Government shall take all appropriate measures to ensure the safety and security of UNMEE and its members. Upon the request of the Special Representative of the Secretary-General, the Government shall provide such security as necessary to protect UNMEE, its property and members during the exercise of their functions.

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

Jurisdiction

50. All members of UNMEE 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 UNMEE and after the expiration of the other provisions of the present Agreement.

51. Should the Government consider that any member of UNMEE 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 26:

(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 57 of the present Agreement;

(b) Military members of the military component of UNMEE 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 Ethiopia.

52. If any civil proceeding is instituted against a member of UNMEE before any court of Ethiopia, 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 55 of the present Agreement shall apply;

(b) If the Special Representative certifies that the proceeding is not related to official duties, the proceeding may continue. If the Special Representative certifies that a member of UNMEE 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 no more than ninety days. Property of a member of UNMEE that is certified by the Special Representative to be needed by the defendant for the fulfilment 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 UNMEE 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

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

VII. LIMITATION OF LIABILITY OF THE UNITED NATIONS

54. Third-party claims for property loss or damage and for personal injury, illness or death arising from or directly attributed to it, except for those arising from operational necessity, and which cannot be settled through the internal procedures of the United Nations, shall be settled by the United Nations in the manner provided for in article 55 of the present Agreement, provided that the claim is submitted within six months following the occurrence of the loss, damage or injury, or, if the claimant did not know or could not have reasonably known of such loss or injury, within six months from the time he/she had discovered the loss or injury, but in any event not later than one year after the termination of the mandate of the operation. Upon determination of liability as provided in this Agreement, the United Nations shall pay compensation within such financial limitations as are approved by the General Assembly in its resolution 52/247 of 26 June 1998.

VIII. SETTLEMENT OF DISPUTES

55. Except as provided in paragraph 57, any dispute or claim of a private law character not resulting from the operational necessity of UNMEE to which UNMEE or any member thereof is a party and over which the courts of Ethiopia do not have jurisdiction because of any provision of the present Agreement shall be settled by a standing claims commission to be established for that purpose. One member of the commission shall be appointed by the Secretary-General of the United Nations, one member by the Government and a chairman jointly by the Secretary-General and the Government. If no agreement as to the chairman is reached within thirty days of the appointment of the first member of the commission, the President of the International Court of Justice may, at the request of either the Secretary-General of the United Nations or the Government, appoint

the chairman. Any vacancy on the commission shall be filled by the same method prescribed for the original appointment, provided that the thirty-day period there prescribed shall start as soon as there is a vacancy in the chairmanship. The commission shall determine its own procedures, provided that any two members shall constitute a quorum for all purposes (except for a period of thirty days after the creation of a vacancy) and all decisions shall require the approval of any two members. The awards of the commission shall be final. The awards of the commission shall be notified to the parties and, if against a member of UNMEE, the Special Representative or the Secretary-General of the United Nations shall use his best endeavours to ensure compliance.

56. 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.

57. All other disputes between UNMEE and the Government concerning the interpretation or application of the present Agreement 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.

58. All differences between the United Nations and the Government of Ethiopia arising out of the interpretation or application of the present arrangements which involve a question of principle concerning the Convention shall be dealt with in accordance with the procedure of section 30 of the Convention.

IX. SUPPLEMENTAL ARRANGEMENTS

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

X. LIAISON

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

XI. MISCELLANEOUS PROVISIONS

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

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

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

- (a) The provisions of paragraphs 50 and 57 and 58 shall remain in force.

IN WITNESS WHEREOF, the undersigned, being the duly authorized plenipotentiary of the Government and the duly appointed representative of the United Nations, have on behalf of the Parties signed the present Agreement.

DONE at New York on the 23rd day of March 2001.

For the United Nations:
[Signature]
Mr. Michael SHEEHAN
*Assistant Secretary-General
In Charge of the Department of
Peacekeeping Operations*

For the Government of Ethiopia:
[Signature]
H. E. Abdul Mejid HUSSEIN
*Permanent Representative of Ethiopia
to the United Nations*

(b) Memorandum of Understanding between the United Nations and the Government of New Zealand contributing resources to the United Nations in East Timor. Signed at New York on 27 April 2001⁵

Whereas, the United Nations Transitional Administration in East Timor (UNTAET) was established pursuant to United Nations Security Council resolution 1272 (1999);

Whereas, at the request of the United Nations, the Government of New Zealand (hereinafter referred to as the “Government”) has agreed to contribute personnel, equipment and services for an Aviation Unit to assist the United Nations Transitional Administration in East Timor (UNTAET) to carry out its mandate;

Whereas, the United Nations and the Government wish to establish the terms and conditions of the contribution;

Now therefore, the United Nations and the Government (hereinafter collectively referred to as “the Parties”) agree as follows:

Article 1

DEFINITIONS

1. For the purpose of this Memorandum of Understanding, the definitions listed in annex F shall apply.

Article 2

DOCUMENTS CONSTITUTING THE MEMORANDUM OF UNDERSTANDING

2.1. This document, including all of its annexes, constitutes the entire Memorandum of Understanding (hereinafter referred to as “the Memorandum”) between the Parties for the provision of personnel, equipment and services in support of UNTAET.

2.2. Annexes:

Annex A. Personnel

1. Requirements
2. Reimbursement
3. General conditions for personnel

Annex B. Major equipment provided by the Government

1. Requirements and reimbursement rates

2. General conditions for major equipment
 3. Verification and control procedures
 4. Transportation
 5. Mission usage factors
 6. Loss and damage
 7. Special-case equipment
- Annex C. Self-sustainment provided by the Government
1. Requirements and reimbursement rates
 2. General conditions for self-sustainment
 3. Verification and control procedures
 4. Transportation
 5. Mission usage factors
 6. Loss and damage
- Annex D. Performance standards for major equipment
- Annex E. Performance standards for self-sustainment
- Annex F. Definitions
- Annex G. Guidelines for troop contributors

Article 3

PURPOSE

3. The purpose of this Memorandum is to establish the administrative, logistics and financial terms and conditions to govern the contribution of personnel, equipment and services provided by the Government in support of UNTAET.

Article 4

APPLICATION

4. The present Memorandum shall be applied in conjunction with the Guidelines for Troop Contributors which is annexed hereto as annex G.

Article 5

CONTRIBUTION OF THE GOVERNMENT

5.1. The Government shall contribute to UNTAET the personnel listed in annex A. Any personnel above the level indicated in this Memorandum shall be a national responsibility and thus not subject to reimbursement or other kind of support by the United Nations.

5.2. The Government shall contribute to UNTAET the major equipment listed in annex B. The Government shall ensure that the major equipment and related minor equipment meet the performance standards set out in annex D for the duration of the deployment of such equipment to UNTAET. Any equipment above the level indicated in this Memorandum shall be a national responsibility and thus not subject to reimbursement or other kind of support by the United Nations.

5.3. The Government shall contribute to UNTAET the minor equipment and consumables related to self-sustainment as listed in annex C. The Government shall ensure that the minor equipment and consumables meet the performance standards set out in annex E for the duration of the deployment of such equipment to UNTAET. Any equipment above the level indicated in this Memorandum shall be a national responsibility and thus not subject to reimbursement or other kind of support by the United Nations.

Article 6

REIMBURSEMENT AND SUPPORT FROM THE UNITED NATIONS

6.1. The United Nations shall reimburse the Government in respect of the personnel provided under this Memorandum at the rates stated in annex A, article 2.

6.2. The United Nations shall reimburse the Government for the major equipment provided as listed in annex B. The reimbursement rates for the major equipment shall be reduced proportionately in the event that such equipment does not meet the required performance standards set out in annex D or in the event that the equipment listing is reduced.

6.3. The United Nations shall reimburse the Government for the provision of self-sustainment goods and services at the rates and levels stated in annex C. The reimbursement rates for the self-sustainment shall be reduced proportionately in the event that the contingent does not meet the required performance standards set out in annex E, or in the event that the level of self-sustainment is reduced.

6.4. The payment of the troop costs, the lease and self-sustainment rates will be calculated from the date of arrival of personnel or equipment in the mission area and will remain in effect until the date the personnel and/or equipment ceases to be employed in the mission area as determined by the Organization.

Article 7

GENERAL CONDITIONS

7. The Parties agree that the contribution of the Government as well as the support from the United Nations shall be governed by the general conditions set out in the relevant annexes.

Article 8

SPECIFIC CONDITIONS

8.1. *Environmental condition factor:* 1.0%

8.2. *Intensity of operations factor:* 1.0%

8.3. *Hostile action/forced abandonment factor:* 0.0%

8.4. *Incremental transportation factor:*

The distance between the port of embarkation in the home country and the port of entry in the mission area is estimated at 6,505 kilometres. The factor is set at 1.75% of the reimbursement rates.

8.5. The following locations are the agreed originating location and ports of entry and exit for the purpose of transportation arrangements for the movement of troops and equipment of the main party:

Troops:

Airport of entry/exit: Auckland

Airport of entry/exit (in the area of operations): Dili/Suai

Equipment:

Originating location: Auckland

Port of embarkation/disembarkation: Auckland

Port of embarkation/disembarkation (in the area of operations): Dili/Suai

Article 9

CLAIMS BY THIRD PARTIES

9. The United Nations will be responsible for dealing with any claims by third parties where loss of or damage to their property or death or personal injury, was caused by the personnel or equipment provided by the Government in the performance of services or any other activity or operation under this Memorandum. However, if the loss, damage, death or injury arose from gross negligence or wilful misconduct of the personnel provided by the Government, the Government will be liable for such claims.

Article 10

RECOVERY

10. The Government will reimburse the United Nations for loss of or damage to United Nations-owned equipment and property caused by the personnel or equipment provided by the Government if such loss or damage (a) occurred outside the performance of services or any other activity or operation under this Memorandum or (b) arose or resulted from gross negligence or wilful misconduct by the personnel of the Government.

Article 11

SUPPLEMENTARY ARRANGEMENTS

11. The Parties may conclude written supplementary arrangements to the present Memorandum.

Article 12

AMENDMENTS

12. Either of the Parties may initiate a review of the level of contribution subject to reimbursement by the United Nations or to the level of national support to ensure compatibility with the operational requirements of the mission and of the Government. The present Memorandum may only be amended by written agreement of the Government and the United Nations.

Article 13

SETTLEMENT OF DISPUTES

13.1. UNTAET shall establish a mechanism within the mission to discuss and resolve amicably by negotiation in a spirit of cooperation differences arising from the application of this Memorandum.

13.2. Disputes that have not been resolved as provided in paragraph 13.1 above shall be referred by the Head of Mission to the United Nations Under-Secretary-General for Peacekeeping Operations. Upon receipt of such notice, the Under-Secretary-General shall institute discussions and consultations with representatives of the Government with a view to reaching an amicable resolution of the dispute.

13.3. Disputes that have not been resolved as provided in paragraph 13.2 above may be submitted to a mutually agreed conciliator or mediator appointed by the President of the International Court of Justice, failing which the dispute may 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 thirty 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. The procedures for the arbitration shall be fixed by the arbitrators, and each Party shall bear its own expenses. The arbitral award shall contain a statement of reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

Article 14

ENTRY INTO FORCE

14. The present Memorandum shall become effective on 21 February 2000. The financial obligations of the United Nations with respect to reimbursement of personnel, major equipment and self-sustainment rates start from the date of arrival of personnel or serviceable equipment in the mission area, and will remain in effect until the date personnel and/or equipment ceases to be employed in the mission area as determined by the Organization.

Article 15

TERMINATION

15. The modalities for termination shall be as agreed to by the Parties following consultations between the Parties.

IN WITNESS WHEREOF, the United Nations and the Government of New Zealand have signed this Memorandum.

SIGNED in New York on 27 April 2001 in two originals in the English language.

For the United Nations:
[Signature]
Mr. Michael SHEEHAN
*Assistant Secretary-General
for Logistics, Management and Mine Action
Department of Peacekeeping Operations*

For the Government of New Zealand:
[Signature]
H.E. Mr. Don MACKAY
*Ambassador Extraordinary and
Plenipotentiary
Permanent Representative
of New Zealand*

- (c) Exchange of Letters constituting an agreement concerning arrangements between the United Nations and the Government of Estonia regarding the Joint ECE/Eurostat Work Session on Methodological Issues Involving the Integration of Statistics and Geography, to be held in Tallinn from 25 to 28 September 2001. Signed at Geneva on 21 May 2001 and 7 June 2001⁶

I

LETTER FROM THE UNITED NATIONS

21 May 2001

Sir,

I have the honour to give you below the text of arrangements between the United Nations and the Government of Estonia (hereinafter referred to as “the Government”) in connection with the Joint ECE/Eurostat Work Session on Methodological Issues Involving the Integration of Statistics and Geography, of the Economic Commission for Europe, to be held, at the invitation of the Government, in Tallinn, from 25 to 28 September 2001.

Arrangements between the United Nations and the Government of Estonia regarding the Joint ECE/Eurostat Work Session on Methodological Issues Involving the Integration of Statistics and Geography, to be held in Tallinn, from 25 to 28 September 2001

1. Participants in the Work 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 paragraph 17 of General Assembly resolution 47/202 A of 22 December 1992, the Government will assume responsibility for any supplementary expenses arising directly or indirectly from the Work Session, namely:

(a) To supply to all United Nations staff members who are to be brought to Tallinn, air tickets, economy class, Geneva-Tallinn-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 Estonia, 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 Work Session, 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 Work 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 (a) injury to person or damage to property in conference or office premises provided for the Work Session; (b) the transportation provided by the Government; and (c) the employment for the Work 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 Estonia is a party, shall be applicable to the Work 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 Work Session shall enjoy the privileges and immunities provided under articles 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 Work Session shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Work Session;

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

(d) All participants and all persons performing functions in connection with the Work Session shall have the right of unimpeded entry into and exit from Estonia. 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 Work Session by the Government shall be the Work 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 Work 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 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 Estonia which shall enter into force on the date of your reply and shall remain in force for the duration of the Work Session and for such additional period as is necessary for its preparation and winding up.

Accept, Sir, the assurances of my highest consideration.

(Signed) Vladimir PETROVSKY

II

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

7 June 2001

[See letter I]

I have the honour to confirm on behalf of the Government of Estonia the foregoing arrangements and to agree that your letter and this letter shall be regarded as constituting an agreement between the United Nations and the Government of Estonia, which will enter into force on the date of this reply and shall remain in force for the duration of the Work Session and for such additional period as is necessary for its preparation and winding up.

I avail myself of this opportunity to extend to you assurances of my highest consideration.

*(Signed) Clyde KULL
Ambassador
Permanent Representative of Estonia
to the United Nations Office and
other International Organizations at Geneva*

- (d) Agreement between the United Nations and the Government of the Republic of South Africa on the arrangements for the World Conference against Racism, Racial Discrimination, Xenophobia and Related Intolerance. Signed at Geneva on 6 August 2001⁷

The Government of the Republic of South Africa, hereinafter referred to as “the Government”

and

The United Nations,

Considering that the General Assembly of the United Nations, in its resolution 54/154 of 17 December 1999, accepted the invitation of the Government to hold at the International Convention Centre in Durban, South Africa, the World Conference against Racism, Racial Discrimination, Xenophobia and Related Intolerance, hereinafter referred to as “the Conference”,

and

Considering that the General Assembly of the United Nations, in paragraph 17 of its resolution 47/202 A of 22 December 1992, reaffirmed that United Nations bodies may hold sessions away from their established headquarters when a Government, issuing an invitation for a session to be held within its territory, has agreed to defray the actual costs directly or indirectly involved, after consultation with the Secretary-General of the United Nations as to their nature and possible extent, and whereas the Government has agreed to do so,

Agree hereby on the following arrangements for the Conference:

Article I

PLACE AND DATE OF THE CONFERENCE

The Conference shall be held from 31 August to 7 September 2001 in the premises of the International Convention Centre, Durban, and may be preceded on 30 August 2001 by a one-day briefing of representatives of States or of the organizations referred to in paragraph 1 of article II, subject to a decision by the third Preparatory Committee session of the World Conference.

Article II

PARTICIPATION AND ATTENDANCE

1. The Conference shall be open to the participation of the following, upon invitation or designation of the Secretary-General of the Conference:

- (a) States;
- (b) Representatives of all regional organizations and regional commissions of the United Nations involved in the preparation of regional meetings, as well as associate members of the regional commissions;
- (c) Representatives of the specialized and related agencies of the United Nations;
- (d) Representatives of the United Nations organs, bodies and programmes;
- (e) Representatives of organizations that have received a standing invitation from the General Assembly to participate in the capacity of observers in the sessions and the work of the Assembly and in all international conferences convened by it;
- (f) Relevant intergovernmental organizations and other entities;
- (g) National institutions for the promotion and protection of human rights;
- (h) Non-governmental organizations in consultative status with the Economic and Social Council of the United Nations;
- (i) Non-governmental organizations not in consultative status with the Economic and Social Council of the United Nations, accredited under resolution 1996/31 and indigenous organizations accredited under Council resolution 1995/32 authorized to participate;
- (j) Officials of the United Nations Secretariat;
- (k) Independent experts and special rapporteurs;
- (l) Other persons invited by the United Nations.

2. The Secretary-General of the United Nations shall designate the staff members of the United Nations Secretariat to service the Conference and will provide the names of the staff members to the Government.

3. The public meetings of the Conference shall be open to representatives of the information media accredited by the United Nations at its discretion, after consultation with the Government.

4. The Secretary-General of the Conference shall furnish the Government with the lists of the names of the organizations and persons referred to in paragraph 1 of this article on a regular basis and forward this information in due time before the opening of the Conference.

Article III

PREMISES

1. The Government, at its expense, shall provide, appropriately furnish, and maintain in good working order the conference premises referred to in article I, in particular the conference rooms, offices, lounges, documents reproduction, storage and distribution areas, information, press and registration areas, and areas for telecommunications and technical services.

2. The Government shall ensure that the following are available on a commercial basis: banking facilities, post office, telephone, telefax, Internet access and other telecommunication facilities, catering facilities, travel agency, and a secretarial service centre for use by the persons referred to in article II.

3. The Government shall ensure that the premises, facilities and services referred to in paragraphs 1 and 2 above are adequately staffed without cost to the United Nations, and that they shall operate in accordance with the timetable established by the Secretary-General of the Conference. The Government shall ensure that the premises referred to in paragraph 1 above shall remain at the exclusive disposal of the United Nations continuously from 29 August to 9 September 2001.

4. The premises, facilities and services referred to in the above paragraphs of this article are specified in annex I, annex III and annex IV to this Agreement.

Article IV

EQUIPMENT AND SUPPLIES

1. The Government, at its expense, shall provide, install and maintain in good working order the equipment required for the Conference. Subject to availability, the United Nations may make available certain equipment for the Conference.

2. The United Nations shall normally provide, at its expense, the supplies required for the Conference. Where the Government provides any supplies at the request of the United Nations, the latter shall reimburse the former, provided that the amount reimbursed shall not exceed the cost to the United Nations of similar supplies in Geneva.

3. The Government shall bear the cost of transport and insurance, from any United Nations office to the Conference premises and return, in respect of the documents, equipment, supplies and any other items required for the Conference following consultations with the Government and made available by the United Nations. The United Nations, in consultation with the Government, shall determine the mode and route of shipment of such documents, supplies and other items as may be required for the Conference.

4. The equipment and list of supplies to be provided by the Government and the United Nations are described in annex V to this Agreement.

Article V

UTILITIES

The Government shall bear the cost of the utility services necessary for the effective functioning of the Conference premises referred to in article I and article III, such as water and electricity with reference to utilities provided to the Secretariat. The Government shall also bear the cost of communications by telephone made from the

Conference premises as well as the cost of telefax and electronic mail transmission, postage, diplomatic pouch, international communications by telephone between the Conference premises and Geneva or New York for the purpose of the Conference and authorized by or on behalf of the Secretary-General of the Conference.

Article VI

MEDICAL FACILITIES

The Government shall provide, at its expense, within the Conference premises medical facilities to ensure adequate first aid to the persons referred to in article II. The Government shall ensure immediate admission to hospital and transportation from the Conference premises to the hospital for emergency cases, provided that the Government shall not be liable for the cost of any hospital treatment.

Article VII

STAFF MEMBERS OF THE UNITED NATIONS

1. The Secretary-General of the United Nations shall assign a number of staff members to service the Conference. The categories and functions of the staff members are described in annex VI to this Agreement. A certain number of staff members shall be required to work at the International Convention Centre immediately before the opening and after the closing of the Conference.

2. The United Nations, in consultation with the Government, shall arrange the travel of its staff members assigned to plan for or to service the Conference, in accordance with its Rules and Regulations and administrative practices regarding the route, mode of travel, standard of travel, transit and excess baggage. The United Nations staff referred to in article II, paragraph 2, will be entitled to an appropriate class of travel in accordance with United Nations Rules and Regulations.

3. The Government shall bear the cost of travel of staff members referred to in paragraph 2 above, from the United Nations offices where they are stationed to the site for the Conference, which shall include the transportation expenses, transit expenses, terminal expenses and a baggage allowance of 10 kilograms, if required and in accordance with the Rules and Regulations of the United Nations.

4. The Government shall bear the cost of the daily subsistence allowance which the United Nations pays to its staff members assigned to plan for or to service the Conference. The United Nations shall establish the rate of the subsistence allowance to be paid to its staff members assigned to plan for or service the Conference in accordance with its Rules and Regulations and administrative practices and in the light of the cost of accommodation and the cost of living. The rate of the daily subsistence allowance to be paid to such staff members shall be the equivalent of the provisionally estimated amount of US\$ 68 provided that for the ranks D-1 and D-2 an additional 15 per cent and for the ranks ASG and USG an additional 40 per cent shall be added to the said amount. Fifty per cent (50%) of the amount shall be paid as an allowance in United States dollars as a travel advance to each staff member. The remaining 50 per cent of the amount shall be used by the Government to pay for the provision of accommodation in accordance with article IX, paragraph 1.

5. The United Nations shall pay salaries and related allowances of its staff members assigned to plan for or to service the Conference in accordance with its Rules and Regulations and administrative practices.

Article VIII

SECRETARIAT AND LOCAL STAFF

1. The Government shall establish a secretariat for the Conference. The Head of the secretariat shall be responsible, in consultation with the Secretary-General of the Conference, for making and carrying out the local arrangements required for the effective functioning of the Conference in accordance with this Agreement.

2. The Government shall recruit and provide at its expense the local staff required for the Conference, in consultation with the Secretary-General of the Conference. The estimated number of local staff and their number in each category are specified in annex VII to this Agreement.

3. The local staff, employed under local employment regulations, shall, for the duration of the Conference, be under the supervision of the Secretary-General of the Conference and shall be required to work in accordance with the calendar and time schedule established by her, which may involve work at night and during weekends. A certain number of local staff shall be required to work before the opening and after the closure of the Conference.

Article IX

ACCOMMODATION AND LIAISON SERVICE

1. The Government shall provide at its cost (which shall include taxes) suitable hotel accommodation for the assigned staff members referred to in article VII, paragraph 1.

2. The Government shall ensure that suitable accommodation in hotels or residences is available at reasonable commercial rates for the persons referred to in article II and shall assist those concerned in obtaining such accommodation.

3. The Government shall provide a liaison service at the airport to facilitate the arrival and departure of the persons referred to in article II.

Article X

LOCAL TRANSPORT

1. The Government shall provide, at its expense, for persons referred to in article II transport from the airport to the designated hotels as well as a shuttle service between these hotels and the Conference premises, provided that hotel reservations are made through the conference organizer. Arrangements for the local transport of the international United Nations staff are specified in annex IV to the Agreement.

2. The Government shall provide, at its expense, an adequate number of vehicles with drivers for official use by the United Nations as specified in annex IV to the Agreement.

Article XI

FINANCIAL ARRANGEMENTS

1. The Government, in addition to the financial obligations provided for elsewhere in this Agreement, shall, in accordance with paragraph 17 of General Assembly resolution 47/202 A of 22 December 1992, bear the actual additional costs directly or indirectly involved in holding the Conference at the International

Convention Centre, Durban, rather than at Geneva. Such costs, which are provisionally estimated at US\$ 1,224,530, shall include but not be restricted to the actual additional costs of return travel and the related entitlements as well as the daily subsistence allowance of the United Nations staff members assigned to plan for or to service the Conference, the cost of the planning missions, and the cost of shipping of documents, equipment and supplies from any United Nations office to the Conference premises and return. The estimates set out in annex VIII to this Agreement are tentative and subject to the provisions of this article.

2. The Government shall, not later than 30 days after the signing of this Agreement, deposit with the United Nations the sum of US\$ 1,224,530 specified in annex VIII to the Agreement. If the full deposit does not cover the expenditure, the Government shall make further advances as requested by the United Nations so that the latter will not at any time have to finance temporarily from its cash resources the extra costs that are the responsibility of the Government.

3. The deposit and the advances required by paragraph 2 of this article shall be used only to pay the obligations of the United Nations as set out in this Agreement in respect of the Conference.

4. After the Conference, the United Nations shall give the Government a detailed set of accounts showing the actual additional costs incurred by the United Nations and to be borne by the Government pursuant to paragraph 1 of this article, as soon as possible and not later than 15 October 2001. These costs shall be expressed in United States dollars, using the United Nations official rate of exchange prevailing at the time the payments were made. The United Nations, on the basis of this detailed set of accounts, shall refund to the Government any funds unspent out of the deposit or the advances required by paragraph 2 of this article. Should the actual additional costs exceed the deposit, the Government shall remit the outstanding balance of the United States dollars within one month of the receipt of the detailed accounts. The final accounts shall be subject to audit as provided in the Financial Regulations and Rules of the United Nations, and the final adjustment of account shall be subject to any observations which may arise from the audit carried out by the Board of Auditors, whose determination shall be accepted as final by both the Government and the United Nations.

Article XII

POLICE PROTECTION

The Government shall furnish at its own expense such police protection as is required to ensure the efficient functioning of the Conference in an atmosphere of security and tranquillity free from interference of any kind. While such police services shall be under the direct supervision and control of a senior official designated by the Government, this officer shall work in close cooperation with a senior official designated by the Secretary-General of the Conference. Further specifications are contained in annex IX to this Agreement.

Article XIII

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) Death, injury to persons or damage to or loss of property in the Conference premises referred to in article I and article III that are provided by or are under the control of the Government;

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

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

2. The Government shall indemnify and hold harmless the United Nations and its officials, performing duties in their official capacity, in respect of any such action, claim or other demand contemplated in paragraph 1 of this article, except where the Government and the United Nations agree that such action, claim or other demand evolved from the gross negligence or wilful misconduct of an official of the United Nations.

3. The United Nations shall render reasonable assistance and shall exert its best efforts to make available to the Government relevant information, evidence and documents which are in the possession or under the control of the United Nations, to enable the Government to deal with any action, claim or other demand contemplated in paragraph 1 of this article.

Article XIV

PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946, shall be applicable, *mutatis mutandis*, in respect of the Conference. In particular, the representatives of States referred to in paragraph 1 (a) of article II 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 paragraph 1 (j) and paragraph 2 of article II, 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 paragraph 1 (k) of article II, shall enjoy the privileges and immunities provided under articles VI and VII of the Convention.

2. In carrying out their functions for the United Nations, the representatives or observers referred to in paragraph 1 (b), (d), (e), (f), (g), (h), (i) and (l) of article II shall enjoy immunity from legal process in carrying out their functions for the United Nations, in respect of words spoken or written and any act performed by them in connection with their participation in the Conference.

3. In carrying out their functions for the United Nations, the representatives or observers of the specialized agencies referred to in paragraph 1 (c) of article II shall enjoy the privileges and immunities provided under articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies, approved by the General Assembly of the United Nations on 21 November 1947, which shall apply, *mutatis mutandis*, to the Conference.

4. In carrying out their functions for the United Nations, the local staff 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.

5. Without prejudice to the preceding paragraphs of this article, all persons performing functions in connection with the Conference, and all those invited to the Conference, shall enjoy the privileges, immunities and facilities necessary for the 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 South Africa, 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.

7. For the purpose of the application of the Convention on the Privileges and Immunities of the United Nations, the Conference premises specified in article I and article III 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, which authorization shall not be withheld in cases of emergency. The premises shall be inviolable for the duration of the Conference, including the preparatory stage and the winding-up, from 29 August to 9 September 2001.

8. All persons referred to in article II shall have the right to take out of South Africa at the time of their departure, without any restrictions, any unexpended portions of the funds they brought into South Africa and to convert any such funds at the prevailing market rate.

9. The Government shall exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported and exported by the United Nations for its official use, including technical equipment accompanying representatives of information media referred to in article II. The Government shall issue without delay the necessary import/export for this purpose. It is understood, however, that articles imported under such exemption will not be sold in South Africa except under conditions agreed with the Government.

Article XV

SETTLEMENT OF DISPUTES

Any dispute between the Government and the United Nations 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 appointed by the Government, one to be appointed by the Secretary-General of the United Nations, and the third, who shall be the chairman, to be chosen by the first two. If either Party fails to appoint an arbitrator within 90 days of the appointment by the other Party, or if these two arbitrators should fail to agree on the third arbitrator within 90 days of their appointment, the President of the International Court of Justice may make any necessary appointments at the request of either Party. Except as otherwise agreed by the Parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the Parties and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the Parties, be binding on both of them. 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 the Convention.

Article XVI

FINAL PROVISION

1. This Agreement may be modified by written agreement between the Government and the United Nations.

2. This Agreement shall enter into force immediately upon signature and shall remain in force for the duration of the Conference and for such a period as is necessary for all matters relating to and of its provisions to be settled.

DONE at Geneva on 6 August 2001 in duplicate in the English language.

For the United Nations:

[*Signature*]

Mary ROBINSON

*High Commissioner for Human Rights and
Secretary-General of the World Conference
against Racism, Racial Discrimination,
Xenophobia and Related Intolerance*

For the Government of the
Republic of South Africa:

[*Signature*]

NC DLAMINI-ZUMA
Minister of Foreign Affairs

(e) Agreement between the United Nations and the Government of the Republic of Nicaragua regarding the Third Meeting of the States Parties to the Convention on the Prohibition of the Use, Stockpiling, Production and Transfer of Anti-personnel Mines and on Their Destruction. Signed at New York on 23 August 2001⁸

Whereas the Convention on the Prohibition of the Use, Stockpiling, Production and Transfer of Anti-personnel Mines and on Their Destruction was concluded at Oslo on 18 September 1997 (“the Convention”);

Whereas the Convention, pursuant to its article 17, paragraph 1, entered into force on 1 March 1999, i.e., the first day of the sixth month after the month in which the 40th instrument of ratification, acceptance, approval or accession had been deposited;

Whereas, in accordance with article 11, paragraph 2, of the Convention, the First Meeting of the States Parties was convened by the Secretary-General of the United Nations within one year after the entry into force of the Convention in Maputo, Mozambique, from 3 to 7 May 1999;

Whereas, in accordance with article 11, paragraph 2, of the Convention, subsequent meetings shall be convened by the Secretary-General of the United Nations annually until the first Review Conference;

Whereas the General Assembly of the United Nations, by its resolution 55/33 V of 20 November 2000, welcomed the generous offer of the Government of Nicaragua (hereinafter “the Government”) to act as host for the Third Meeting of the States Parties (“Third Meeting”);

Whereas the General Assembly, by the above-mentioned resolution, also requested the Secretary-General of the United Nations, in accordance with article 11, paragraph 2, of the Convention, to undertake the preparations necessary to convene the Third Meeting at Managua from 18 to 21 September 2001;

Whereas the General Assembly, by the same resolution, requested the Secretary-General, on behalf of States parties and in accordance with article 11, paragraph 4, of the Convention, to invite States not parties to the Convention, as well as the United Nations, other relevant international organizations or institutions, regional organizations, the International Committee of the Red Cross and relevant non-governmental organizations to attend the Meeting as observers in accordance with the agreed Rules of Procedure;

Whereas, pursuant to article 14, paragraph 1, of the Convention, the costs of the Third Meeting shall be borne by the States Parties and States not parties to the Convention participating therein, in accordance with the United Nations scale of assessments adjusted appropriately;

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

Article I

DATE AND PLACE OF THE THIRD MEETING

The Third Meeting shall be held at the Intercontinental Managua Hotel Conference Centre in Managua from 18 to 21 September 2001.

Article II

ATTENDANCE AT THE THIRD MEETING

1. In accordance with the provisions of the Convention, the Third Meeting shall be open to:

- (a) Representatives of the States Parties to the Convention;
- (b) Representatives of States not parties to the Convention;
- (c) Representatives of the United Nations;
- (d) Representatives of other relevant international organizations or institutions;
- (e) Representatives of regional organizations;
- (f) Representatives of the International Committee of the Red Cross;
- (g) Representatives of relevant non-governmental organizations.

2. The public meetings of the Third Meeting shall be open to representatives of the information media accredited to the Third Meeting of the States Parties in consultation with the Government.

Article III

PREMISES, EQUIPMENT, UTILITIES AND SUPPLIES

1. The Government shall make available such conference space and facilities as are necessary for the holding of the Third Meeting, including conference rooms for informal meetings, office and storage space, lounges and other related facilities as well as necessary space for registration areas and exhibition areas (press, television and radio) as specified in the annex to the present Agreement.

2. The premises referred to above shall remain at the disposal of the United Nations for the purposes of servicing the Third Meeting, 24 hours a day throughout the Third Meeting. Necessary parts of the premises shall be put at the disposition of the United Nations by the Government for such reasonable additional time in advance of the opening and after the closing of the Third Meeting as is agreed between the United Nations and the Government for the preparation and settlement of all matters connected with the Third Meeting but which in any case shall be no less than 8 days or greater than 10 days in advance of and no more than 2 days following the Third Meeting.

3. The conference rooms shall be equipped for simultaneous interpretation and sound recordings in the six languages of the Convention. Each interpretation booth shall have the capacity to switch to all seven channels (the "floor", i.e., the speaker, plus each channel). The Arabic and Chinese booths require a system whereby the interpreters can override either the English or French booth so that the Arabic and Chinese interpreters can work into those languages without physically moving to either booth.

4. The Government shall make available and maintain the equipment necessary for the conduct of the Third Meeting as described in the annex. The Government shall also arrange for the furnishing, equipping and maintenance in good repair of all premises and equipment in an adequate manner for the effective conduct of the Third Meeting.

5. The Government shall make available all stationery supplies as described in the annex for the adequate functioning of the Third Meeting.

6. The Government shall make available all necessary utility services such as water and electricity, as well as local telephone communications of the Third Meeting and communications by telex, telefax, electronic mail transmission as well as telephone with United Nations Headquarters in New York when such communications are authorized by the Executive Secretary of the Third Meeting or the persons delegated by him or her.

7. The Government shall ensure access at or within close proximity of, the Third Meeting on a commercial basis, to banking, postal (stamps and mail box only), telephone, telefax and other telecommunications facilities, catering facilities, travel agency and a secretarial service centre equipped in consultation with the United Nations, for use by the participants referred to in article II.

8. The Government shall install and make available press facilities for written coverage, film coverage, interviews and programme preparation, a press working area and a briefing room for correspondents.

9. Without prejudice to the present article, the Government and the United Nations can mutually agree to change the specifications detailed in the annex, in order to secure the most adequate usage of the premises and equipment of the Third Meeting.

Article IV

ACCOMMODATION

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

reasonable notice, sufficient block bookings are made in appropriate hotels to accommodate United Nations staff.

Article V

MEDICAL FACILITIES

The Government shall make available, at its own cost, adequate medical facilities for first aid in emergencies within the Third Meeting area. As to immediate access and admission to hospital, they shall be assured by the Government whenever required, and the necessary transport shall be constantly available on call.

Article VI

TRANSPORT

1. The Government shall provide transport between the Managua International Airport and the conference area and principal hotels for the members of the United Nations Secretariat servicing the conference upon their arrival and departure, as well as transportation to and from the hotel and the Third Meeting premises for the duration of the Third Meeting and a reasonable time before and after for the preparation of and settlement of all matters related to the Third Meeting. The Government shall ensure that such official transportation is expeditiously provided as required for the appropriate servicing of the Third Meeting.

2. The Government shall ensure the availability of transport for all participants and those attending the conference between the Managua International Airport, the principal hotels and the conference area.

3. The Government shall make available at its own cost appropriate transportation for heads of delegations who are ministers, United Nations senior officials and senior officials of regional or international organizations to and from the airport as well as to and from the Third Meeting premises as required.

Article VII

POLICE PROTECTION

The Government shall make available such police protection as may be required to ensure the efficient functioning of the Third Meeting without interference of any kind. Such police service shall be under the direct supervision and control of a senior officer to be provided by the Government and shall work in close cooperation with the Security Liaison Officer designated by the United Nations for the purpose, so as to ensure a proper atmosphere of security and tranquillity. Equipment needs for the entire security arrangements shall be determined by the Government. As a minimum, a radio communication system and appropriate units for metal detecting shall be made available.

Article VIII

LOCAL PERSONNEL

1. The Government shall make available at its own cost an official who shall act as a liaison officer between the Government and the United Nations, and shall be responsible and have the requisite authority, in consultation with the United

Nations, for carrying out the administrative and personnel arrangements for the Third Meeting as required under this Agreement.

2. The Government shall make available at its own cost and place under the general supervision of the United Nations the local personnel required:

(a) To ensure the proper functioning of the equipment and facilities referred to in article III above;

(b) To reproduce and distribute the documents and press releases needed by the Third Meeting;

(c) To work as secretaries, typists, clerks, messengers, conference room ushers, drivers, telephone operators.

Detailed requirements for local personnel will be determined by the United Nations in consultation with the Government and are specified in the annex. The United Nations will advise the Government of the required duration for the engagement of locally engaged staff.

3. The Government shall make available at its own cost, at the request of the United Nations, such of the local staff referred to in this article as might be required by the United Nations, before the opening and after the closing of the Third Meeting, for a period of at least seven days in advance and five days following.

4. The Government shall make available at its own cost, at the request of the United Nations, adequate numbers of the local personnel referred to in paragraph 2 above to maintain such night services as may be required in connection with the Third Meeting.

Article IX

FINANCIAL ARRANGEMENTS

1. In accordance with article 14 of the Convention, all costs of the Third Meeting shall be borne by the States Parties and States not parties to the Convention participating therein, in accordance with the United Nations scale of assessments adjusted appropriately. Notwithstanding the above, the Government has agreed to bear, with the support of other Governments, costs associated with the provision of some services as provided for in the present Agreement.

2. In order to enable the Government to defray the costs of facilities, equipment, utilities, supplies and services which are to be made available by the Government pursuant to this Agreement otherwise than at its own cost, the United Nations shall arrange with the UNDP Resident Representative in Managua to provide the Government with assistance in procurement and financial administration based on the estimated costs for the host country requirements as approved by the States Parties and shall transfer the relevant funds to the UNDP Resident Representative in Managua for the disbursement of the host country requirements, specifically, conference facilities, interpretation system, computers and printers, telephone and Internet, fax machines, photocopiers, additional furnishings and supplies. All disbursements made by the UNDP Resident Representative in Managua shall be made in accordance with the Financial Regulations and Rules of the United Nations and upon presentation of appropriate receipts, purchase orders, vendor invoices and upon confirmation that goods or services have been received or performed.

3. The United Nations shall provide the States Parties with an accounting of all funds received and disbursed, including amounts disbursed through the UNDP

Resident Representative in Managua. The statement of accounts shall be subject to audit as provided in the Financial Regulations and Rules of the United Nations.

4. Actual costs shall be determined after the closure of the Meeting and all related expenditures have been reported and recorded in the accounts of the United Nations.

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 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 Third Meeting, of the personnel referred to in article VIII.

2. The Government shall hold harmless the United Nations and its officials in respect of any such action, claim or 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, shall apply, as specified in the present Agreement, in respect to the Third Meeting. In particular, representatives of States shall enjoy the privileges and immunities provided under article IV of the Convention on the Privileges and Immunities of the United Nations. United Nations officials performing functions in connection with the Third Meeting shall enjoy the privileges and immunities provided under articles V and VII of the Convention on the Privileges and Immunities of the United Nations, and any experts on missions for the United Nations in connection with the Third Meeting shall enjoy the privileges and immunities provided under articles VI and VII of the Convention on the Privileges and Immunities of the United Nations.

2. The representatives of the specialized agencies and the International Atomic Energy Agency shall enjoy the privileges and immunities provided by the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947 or the Agreement on the Privileges and Immunities of the International Atomic Energy Agency of 1 July 1959, as appropriate, as specified in the present Agreement.

3. Representatives of international and regional organizations, non-governmental organizations and other institutions referred to in article II (d)-(g) 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 Third Meeting.

4. 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 Third Meeting.

5. Without prejudice to the preceding paragraphs of the present article, all persons performing functions in connection with the Third Meeting, including those referred to in article VIII and all those invited to the Third Meeting, shall enjoy such privileges, immunities and facilities as are necessary for the independent exercise of their functions in connection with the Third Meeting. The representatives of the information media referred to in article II, paragraph 2, above shall be accorded the appropriate facilities necessary for the independent exercise of their functions relating to the Third Meeting.

6. All persons referred to in article II shall have the right of entry into and exit from Nicaragua, and no impediment shall be imposed on their transit to and from the Third Meeting premises. They shall be granted facilities for speedy travel. Visas and entry permits, where required, shall be granted free of charge and as speedily as possible. Arrangements shall also be made to ensure that visas for the duration of the Third Meeting are delivered at the point of arrival to those who were unable to obtain them prior to their arrival.

7. The Third Meeting premises and access thereto shall be subject to the authority and control of the United Nations, with assistance by the Government, as specified in article VII above. The premises shall be inviolable for the duration of the Third Meeting, as well as the preparatory stage and the winding-up period.

8. All persons referred to in article II above shall have the right to take out of Nicaragua, at the time of their departure, without any restriction, any unexpended portions of the funds they brought into Nicaragua in connection with the Third Meeting.

9. The Government shall allow, for use immediately prior to, after and during the Third Meeting, the temporary importation, tax-free and duty-free, of all equipment, including audio, video, photographic and other technical equipment accompanying representatives of information media accredited to the Third Meeting and for use in connection with the Third Meeting, and shall waive import duties and taxes on supplies necessary for the Third Meeting. It shall issue without delay any necessary import and export permits for this purpose, if necessary.

Article XII

SETTLEMENT OF DISPUTES

Any dispute between the United Nations and the Government concerning the interpretation or application of this Agreement that is not settled by negotiation or other agreed mode of settlement shall be referred at the request of any party for final decision to 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 chair, to be chosen by the first two arbitrators. If any 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 any party. However, any such dispute that involves a question regulated by the Convention on the Privileges and Immunities of the United Nations shall be dealt with in accordance with section 30 of that Convention.

Article XIII

FINAL PROVISIONS

1. This Agreement may be modified by written agreement between the United Nations and the Government.

2. This Agreement shall enter into force on the date of the signature and shall remain in force for the duration of the Third Meeting and for a period thereafter as is necessary for all matters relating to any of its provision to be settled.

IN WITNESS WHEREOF, the undersigned being the duly authorized plenipotentiary of the Government and the duly appointed representative of the United Nations, have on behalf of the Parties signed the present Agreement in two copies in English and Spanish, both texts being equally authentic.

DONE in New York on this 23rd day of August Two Thousand and One.

For the United Nations:
[Signature]
Jayantha DHANAPALA
*Under-Secretary-General for
Disarmament Affairs*

For the Government of Nicaragua:
[Signature]
Eduardo J. SEVILLA SOMOZA
*Ambassador Extraordinary and
Plenipotentiary
Permanent Representative
to the United Nations*

(f) Memorandum of Understanding between the United Nations Transitional Administration in East Timor and the Government of the Federative Republic of Brazil, in the field of educational cooperation. Signed at Dili on 24 August 2001⁹

The Government of the Federative Republic of Brazil
and

The United Nations Transitional Administration in East Timor (hereinafter referred to as “the Contracting Parties”)

Acknowledging the importance of supporting efforts towards the reconstruction of East Timor in the field of education,

Acknowledging the importance of educational cooperation as a fundamental pillar of the consolidation of initiatives towards the social and economic recovery of East Timor,

Convinced of the necessity to create an everlasting foundation for the flourishing of a new democratic society in East Timor,

Have agreed as follows:

1. The Contracting Parties shall make efforts to promote educational cooperation through the development of activities in the following areas:

- (a) Strengthening of educational and inter-university cooperation;
- (b) Graduation and training of teachers and researchers;
- (c) Exchange of information and experiences in the field of education.

2. The Contracting Parties shall endeavour to reach the objectives established in paragraph 1 by making efforts to promote the development of cooperation activities at the different levels and ways of teaching, by means of:

(a) The exchange of teachers and researchers to attend postgraduate courses at institutions of higher education;

(b) The exchange of technicians, experts and administrators with the purpose of deepening mutual knowledge of the respective systems of elementary, secondary and professional education, programmes and teaching methods;

(c) The exchange of students and teachers through programmes between secondary or professional education institutions;

(d) The exchange of university students in the different areas of knowledge;

(e) The exchange of documents and/or joint preparation of educational materials and information on methodology, product and evaluation;

(f) Technical support and advice in projects for the graduation and training of teachers.

3. The recognition and/or revalidation of academic diplomas and degrees awarded by institutions of higher learning of each of the Contracting Parties shall be subjected to national legislation. Nevertheless, with the sole purpose of admission to postgraduate courses, the Contracting Parties shall make efforts to recognize, without the need of being revalidated, diplomas issued by officially registered and recognized institutions of higher learning. To be effective, these diplomas must be duly translated and legalized by the competent consular authority.

4. The Contracting Parties, through their competent governmental authorities, shall endeavour to guarantee the recognition of the elementary and secondary level studies or their equivalent in the field of formal education, so that students from one Contracting Party may continue their studies in the other Party. To this effect, the certificates of conclusion of studies corresponding to the elementary and secondary levels shall be duly translated and legalized by the competent consular authority. School transcripts, such as “Histórico Escolar”, in the case of Brazil, and the “Certificado de Estudos”, in the case of East Timor, shall be accepted.

5. The admission of students of one Contracting Party to undergraduate and graduate courses of the other Party shall follow the same selective processes applied by the institutions of higher education in the receiving Party to their national students. The students who benefit from specific agreements or programmes shall be subjected to the selection rules and to the procedures established by those instruments.

6. The Contracting Parties will make efforts to establish grant systems and/or facilities to students and researchers with the purpose of academic and professional improvement.

7. The Contracting Parties shall define, by means of appropriate instruments and according to their national legislation, modalities of financing the activities established in this Memorandum.

8. The present Memorandum shall come into force on the date of its signature and shall have the same period of validity of the United Nations Security Council resolution 1338 (2001), which renews the mandate of the United Nations Transitional Administration in East Timor until 31 January 2002.

DONE in Dili, on 24 August 2001, in duplicate, in Portuguese and English, all texts being equally valid.

For the Government of the Federative
Republic of Brazil:
[Signature]
Kywal DE OLIVEIRA

For the United Nations Transitional
Administration in East Timor:
[Signature]
Sergio VIEIRA DE MELLO

(g) Memorandum of Understanding between the United Nations and the European Bank for Reconstruction and Development regarding coordination of security arrangements. Signed at New York on 10 October 2001¹⁰

Whereas the organizations of the United Nations system have agreed to pursue the policy of coordinated actions to ensure the security and safety of their personnel at all duty stations;

Whereas the organizations of the United Nations system have decided to this end to establish for each country or area where they undertake substantial activities a security plan describing the various security arrangements in emergency situations, in particular the actions to be taken and the sequence to be followed to ensure the security and safety of their personnel;

Whereas a senior United Nations official, appointed by the Secretary-General as Designated Officer for each such country or area, is the person who undertakes overall responsibility for the implementation of the security plan at that duty station;

Whereas the European Bank for Reconstruction and Development, hereinafter referred to as the Bank, is an international financial institution which is not a member of the United Nations system, but is a party to a number of bilateral agreements with organs of the United Nations, most notably the World Bank Group, such as the Financial Procedures Agreement between the Bank and the International Bank for Reconstruction and Development as Trustee of the Global Environment Facility Trust Fund dated 18 January 2001, applies for inclusion in the United Nations security arrangements at duty stations where international staff of the Bank are present;

Whereas the Bank, having its registered office at One Exchange Square, London, EC2A 2JN, United Kingdom of Great Britain and Northern Ireland, was established pursuant to a multilateral agreement signed on 29 May 1990 for the purpose of fostering the transition towards open market-orientated economics and to promote private and entrepreneurial initiative in the Central and Eastern European countries committed to and applying the principles of multiparty democracy, pluralism and market economics;

Now, therefore, the United Nations and the Bank have agreed on the following security coordination procedures and arrangements.

Article 1

GENERAL PROVISION

Subject to the provisions of the present Memorandum, the United Nations agrees to include international staff of the Bank in United Nations security arrangements at each duty station where Bank staff are present.

Article 2

GENERAL RESPONSIBILITIES OF THE UNITED NATIONS

At each duty station where international staff of the Bank are present, the United Nations undertakes to:

- (a) Lend, to the extent possible, assistance for the protection of international staff of the Bank and extend to it in this regard the application of the security plan;
- (b) Include relevant information regarding international staff of the Bank in the security plan for the duty station;
- (c) Keep the Bank informed about the specific security measures taken at the duty station;
- (d) In case of emergency, provide travel assistance to the Bank on a reimbursable basis in accordance with the provisions of article 5 of the present Memorandum;
- (e) Include the Bank in the security alert notification procedures;
- (f) Coordinate and consult with the Bank for the exchange of security-related information;
- (g) When possible and to the extent feasible, represent the security concerns of the Bank to the respective authorities of the host country.

Article 3

GENERAL RESPONSIBILITIES OF THE EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

At each duty station where international staff of the Bank are present, the Bank undertakes to:

- (a) Consult with and assist the Designated Official on all matters relating to security arrangements at the duty station;
- (b) Fully follow the instructions of the Designated Official regarding security matters;
- (c) Ensure that the Designated Official is provided on a regular basis with updated lists of names and addresses of international staff of the Bank;
- (d) Ensure that the Designated Official is at all times informed of the whereabouts and movements at the duty station of international staff of the Bank;
- (e) Report all incidents which have security implications to the Designated Official;
- (f) Coordinate and consult with the Designated Official for the exchange of security-related information;
- (g) Maintain in strict confidentiality sensitive information regarding the security plan;

(h) In case of emergency evacuation or relocation for security reasons to another country, assume the responsibility for obtaining visas and other travel documents for its international staff;

(i) Lend, when possible and to the extent feasible, on a reimbursable basis, travel assistance to personnel of the organizations of the United Nations system;

(j) Assume all risks and liabilities related to the security of its staff and maintain the necessary insurance in this regard;

(k) Deal with all claims as may be brought against the United Nations arising from the extension under the present Memorandum of the United Nations security arrangements to its international staff and hold the United Nations harmless in respect of such claims.

Article 4

FINANCIAL ARRANGEMENTS

The Bank undertakes to pay the additional administrative expenses of the Office of the United Nations Security Coordinator incurred by the Bank's inclusion in the security arrangements in the field. Such costs will be determined on an annual basis as follows: the total field cost of the Office of the United Nations Security Coordinator will be multiplied by the total number of Bank internationally recruited staff serving in the field and divided by the total number of staff of the organizations of the United Nations system serving in the field.

Article 5

RENDERING OF TRAVEL ASSISTANCE IN CASE OF EMERGENCY

5.1 In case of emergency, the United Nations undertakes to render at each duty station where international staff of the Bank are present, to the extent possible, travel assistance to international staff of the Bank. Such assistance will be provided on a reimbursable basis.

5.2 The Bank undertakes to:

(a) Reimburse the United Nations promptly and in any case no later than one month after receipt from the United Nations of the statement detailing the costs incurred by the United Nations in connection with such assistance;

(b) Assume all risks and liabilities during travel of its international staff and to deal with such claims as may be brought against the United Nations arising from such travel and to hold the United Nations harmless in respect of such claims or liabilities;

(c) Ensure that its employees, before boarding a United Nations chartered civilian aircraft, shall each sign the general release form which is attached to the present Memorandum.

Article 6

DURATION OF THE MEMORANDUM

This Memorandum shall remain in force until it is terminated by either Party by a three months' advance written notice to the other Party. Any amount due under articles 3, 4 or 5 shall not be affected by the termination of the Memorandum.

Article 7

ENTRY INTO FORCE

This Memorandum shall enter into force upon signature by both Parties.

IN WITNESS WHEREOF the undersigned have signed the present Agreement.

SIGNED this 10th day of October 2001 at the United Nations Headquarters in New York in two originals in the English language.

For the United Nations:

[*Signature*]

Benon V. SEVAN

United Nations

Security Coordinator

For the European Bank

for Reconstruction and Development:

[*Signature*]

Jean LEMIERRE

President

European Bank for Reconstruction and Development

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

Basic Cooperation Agreement between the United Nations Children's Fund and the Government of Liberia. Signed at Monrovia on 20 July 2001¹¹

PREAMBLE

Whereas the United Nations Children's Fund (UNICEF) was established by the General Assembly of the United Nations by resolution 57 (I) of 11 December 1946 as an organ of the United Nations and, by that and subsequent resolutions, was charged with the responsibility of meeting, through the provision of financial support, supplies, training and advice, the emergency and long-range needs of children and their continuing needs and providing services in the fields of maternal and child health, nutrition, water supply, basic education and supporting services for women in developing countries, with a view to strengthening, where appropriate, activities and programmes of child survival, development and protection in countries with which UNICEF cooperates, and

Whereas UNICEF and the Government of Liberia wish to establish the terms and conditions under which UNICEF shall, in the framework of the operational activities of the United Nations and within its mandate, cooperate in programmes in Liberia,

Now, therefore, UNICEF and the Government, in a spirit of friendly cooperation, have entered into the present Agreement.

Article I

DEFINITIONS

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

(a) "Appropriate authorities" means central, local and other competent authorities under the law of the country;

(b) "Convention" means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946;

(c) “Experts on mission” means experts coming within the scope of articles VI and VII of the Convention;

(d) “Government” means the Government of Liberia;

(e) “Greeting Card Operation” means the organizational entity established within UNICEF to generate public awareness, support and additional funding for UNICEF mainly through the production and marketing of greeting cards and other products;

(f) “Head of the office” means the official in charge of the UNICEF office;

(g) “Country” means the country where a UNICEF office is located or which receives programme support from a UNICEF office located elsewhere;

(h) “Parties” means UNICEF and the Government;

(i) “Persons performing services for UNICEF” means individual contractors, other than officials, engaged by UNICEF to perform services in the execution of programmes of cooperation;

(j) “Programmes of cooperation” means the programmes of the country in which UNICEF cooperates, as provided in article III below;

(k) “UNICEF” means the United Nations Children’s Fund;

(l) “UNICEF office” means any organizational unit through which UNICEF cooperates in programmes; it may include the field offices established in the country;

(m) “UNICEF officials” means all members of the staff of UNICEF employed under the Staff Regulations and Rules of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates, as provided in General Assembly resolution 76 (I) of 7 December 1946.

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 III

PROGRAMMES OF COOPERATION AND MASTER PLAN OF OPERATIONS

1. The programmes of cooperation agreed to between the Government and UNICEF shall be contained in a master plan of operations to be concluded between UNICEF, the Government and, as the case may be, other participating organizations.

2. The master plan of operations shall define the particulars of the programmes of cooperation, setting out the objectives of the activities to be carried out, the undertakings of UNICEF, the Government and the participating organizations and the estimated financial resources required to carry out the programmes of cooperation.

3. The Government shall permit UNICEF officials, experts on mission and persons performing services for UNICEF to observe and monitor all phases and aspects of the programmes of cooperation.

4. The Government shall keep such statistical records concerning the execution of the master plan of operations as the Parties may consider necessary and shall supply any of such records to UNICEF at its request.

5. The Government shall cooperate with UNICEF in providing the appropriate means necessary for adequately informing the public about the programmes of cooperation carried out under the present Agreement.

Article IV

UNICEF OFFICE

1. UNICEF may establish and maintain an 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 that UNICEF does not maintain an 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 V

ASSIGNMENT TO UNICEF OFFICE

1. UNICEF may assign to its office in the country officials, experts on mission and persons performing services for UNICEF, as is deemed necessary by UNICEF, to provide support to the programmes of cooperation in connection with:

(a) The preparation, review, monitoring and evaluation of the programmes of cooperation;

(b) The shipment, receipt, distribution or use of the supplies, equipment and other materials provided by UNICEF;

(c) Advising the Government regarding the progress of the programmes of cooperation;

(d) Any other matters relating to the application of the present Agreement.

2. UNICEF shall, from time to time, notify the Government of the names of UNICEF officials, experts on mission and persons performing services for UNICEF; UNICEF shall also notify the Government of any changes in their status.

Article VI

GOVERNMENT CONTRIBUTION

1. The Government shall provide to UNICEF as mutually agreed upon and to the extent possible:

- (a) Appropriate office premises for the UNICEF office, alone or in conjunction with the United Nations system organizations;
- (b) Costs of postage and telecommunications for official purposes;
- (c) Costs of local services such as equipment, fixtures and maintenance of office premises;
- (d) Transportation for UNICEF officials, experts on mission and persons performing services for UNICEF in the performance of their official functions in the country.

2. The Government shall also assist UNICEF:

(a) In the location and/or in the provision of suitable housing accommodation for internationally recruited UNICEF officials, experts on mission and persons performing services for UNICEF;

(b) In the installation and supply of utility services, such as water, electricity, sewerage, fire protection services and other services, for UNICEF office premises.

3. In the event that UNICEF does not maintain a UNICEF office in the country, the Government undertakes to contribute towards the expenses incurred by UNICEF in maintaining a UNICEF regional/area office elsewhere, from which support is provided to the programmes of cooperation in the country, up to a mutually agreed amount, taking into account contributions in kind, if any.

Article VII

UNICEF SUPPLIES, EQUIPMENT AND OTHER ASSISTANCE

1. UNICEF's contribution to programmes of cooperation may be made in the form of financial and other assistance. Supplies, equipment and other assistance intended for the programmes of cooperation under the present Agreement shall be transferred to the Government upon arrival in the country, unless otherwise provided in the master plan of operations.

2. UNICEF may place on the supplies, equipment and other materials intended for programmes of cooperation such markings as are deemed necessary to identify them as being provided by UNICEF.

3. The Government shall grant UNICEF all necessary permits and licences for the importation of the supplies, equipment and other materials under the present Agreement. It shall be responsible for, and shall meet the costs associated with, the clearance, receipt, unloading, storage, insurance, transportation and distribution of such supplies, equipment and other materials after their arrival in the country.

4. While paying due respect to the principles of international competitive bidding, UNICEF will attach high priority to the local procurement of supplies, equipment and other materials which meet UNICEF requirements in quality, price and delivery terms.

5. The Government shall exert its best efforts, and take the necessary measures, to ensure that the supplies, equipment and other materials, as well as financial and other assistance intended for programmes of cooperation, are utilized in conformity with the purposes stated in the master plan of operations and are employed in an equitable and efficient manner without any discrimination based on sex, race, creed, nationality or political opinion. No payment shall be required of any recipient

of supplies, equipment and other materials furnished by UNICEF unless, and only to such extent as, provided in the relevant master plan of operations.

6. No direct taxes, value-added tax, fees, tolls or duties shall be levied on the supplies, equipment and other materials intended for programmes of cooperation in accordance with the master plan of operations. In respect of supplies and equipment purchased locally for programmes of cooperation, the Government shall, in accordance with section 8 of the Convention, make appropriate administrative arrangements for the remission or return of any excise duty or tax payable as part of the price.

7. The Government shall, upon request by UNICEF, return to UNICEF any funds, supplies, equipment and other materials that have not been used in the programmes of cooperation.

8. The Government shall maintain proper accounts, records and documentation in respect of funds, supplies, equipment and other assistance under this Agreement. The form and content of the accounts, records and documentation required shall be as agreed upon by the Parties. Authorized officials of UNICEF shall have access to the relevant accounts, records and documentation concerning distribution of supplies, equipment and other materials, and disbursement of funds.

9. The Government shall, as soon as possible, but in any event within sixty (60) days after the end of each of the UNICEF financial years, submit to UNICEF progress reports on the programmes of cooperation and certified financial statements, audited in accordance with existing government rules and procedures.

Article VIII

INTELLECTUAL PROPERTY RIGHTS

1. The Parties agree to cooperate and exchange information on any discoveries, inventions or works resulting from programme activities undertaken under the present Agreement, with a view to ensuring their most efficient and effective use and exploitation by the Government and UNICEF under applicable law.

2. Patent rights, copyright rights and other similar intellectual property rights in any discoveries, inventions or works under paragraph 1 of this article resulting from programmes in which UNICEF cooperates may be made available by UNICEF free of royalties to other Governments with which UNICEF cooperates for their use and exploitation in programmes.

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 immunity 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 of 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 tranquillity 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 or 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 publications.

Article XII

REETING 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 officials, 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 UNICEF 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 comparable ranks:

(a) To import free of customs and excise duties limited quantities of 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:

(a) Be granted the privileges and immunities specified in article VI, sections 22 and 23, of the Convention;

(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. 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 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 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

UNICEF officials, experts on mission and persons performing services for UNICEF shall be entitled:

(a) To prompt clearance and issuance, free of charge, of 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 XVII

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 COMMUNICATIONS

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 Telecommunication Convention (Nairobi, 1982) and the regulations annexed thereto.

Article XIX

FACILITIES IN RESPECT OF MEANS
OF TRANSPORTATION

The Government shall grant UNICEF necessary permits or licences for, and shall not impose undue restrictions on, the acquisition or use and maintenance by UNICEF of civil aeroplanes 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 interests 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 or 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 and persons performing services for 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.

Article XXII

SETTLEMENT OF DISPUTES

Any dispute between UNICEF and the Government relating to the interpretation and application of the present Agreement which is 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 (30) days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen (15) days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure for 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.

Article XXIII

ENTRY INTO FORCE

1. The present Agreement shall enter into force immediately upon signature by the Parties.
2. The present Agreement supersedes and replaces all previous Basic Agreements, including addenda thereto, between UNICEF and the Government.

Article XXIV

AMENDMENTS

The present Agreement may be modified or amended only by written agreement between the Parties hereto.

Article XXV

TERMINATION

The present Agreement shall cease to be in force six months after either of the Parties gives notice in writing to the other of its decision to terminate the Agreement. The Agreement shall, however, remain in force for such an additional period as might be necessary for the orderly cessation of UNICEF activities, and the resolution of any disputes between the Parties.

IN WITNESS WHEREOF, the undersigned, being the duly authorized plenipotentiary of the Government and the duly appointed representative of UNICEF, have on behalf of the Parties signed the present Agreement, in the English language, in two original copies.

DONE at Monrovia, this 20th day of July, two thousand and one.

For the United Nations
Children's Fund:
[Signature]
Ms. Scholastica KIMARYO
UNICEF Representative to Liberia

For the Government:
[Signature]
Hon. Monie R. CAPTAN
Minister, Foreign Affairs R.L.

4. AGREEMENTS RELATING TO THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

Memorandum of Understanding between the United Nations High Commissioner for Refugees and the Economic Community of West African States. Signed at New York on 19 November 2001¹²

Memorandum of Understanding

between

The Economic Community of West African States, hereinafter referred to as "ECOWAS"

On one part,

and

The United Nations High Commissioner for Refugees, hereinafter referred to as "UNHCR"

On the other part,

PREAMBLE

1. *Recalling* General Assembly resolution 48/173 of 21 December 1993, which requires, inter alia, that the Secretary-General promote cooperation between the organs, organizations and bodies of the United Nations system and regional organizations and institutions;

2. *Considering* that the final objective of ECOWAS is to raise the standard of living of the people of West Africa and contribute towards the progress and development of the continent by achieving economic growth, promoting peace and security and evolving common political values as well as systems and institutions among the West African countries with a view to enhancing regional cooperation and integration;

3. *Noting* that ECOWAS has established a regional mechanism for promoting political stability, democracy, good governance, respect for the rule of law, protection of human and people's rights, regional security, stability and reinforcement of good-neighbourliness, as well as prevention, management and resolution of conflicts within the subregion of West Africa;

4. *Considering* that ECOWAS may enter into agreements with other international and regional organizations for the furtherance and achievement of its objectives, and that it recognizes peace-building issues and humanitarian principles as important elements in conflict prevention and management;

5. *Recalling* Article VIII of the 1969 Organization of African Unity Convention governing the specific aspects of refugee problems in Africa, whereby member States are requested to cooperate with UNHCR;

6. *Considering* that the mandate of UNHCR is to provide international protection and assistance to refugees, returnees and other persons of concern, including stateless persons and internally displaced populations, and to seek durable solutions for their problems and situations through local settlement, voluntary repatriation or resettlement;

7. *Considering* that, in order to attain these objectives, UNHCR accords primacy to activities performed in the areas of peace and security, democracy and political stability, respect for the rule of law and human rights as well as social and economic development;

8. *Bearing in mind* that the special protection and assistance needs of refugee women and children and unaccompanied minors, who, together, constitute the overwhelming majority of any refugee or internally displaced population, is central to the fulfilment of the mandate of UNHCR;

9. *Determined* that these issues should be resolved in a manner consistent with the relevant legal, humanitarian and human rights principles which take account of legitimate political, social and economic interests of all the countries and States members of ECOWAS;

10. *Convinced* that cooperation between the Parties hereto will serve their purposes and mutual interests more adequately and render their respective activities more beneficial to ECOWAS member States and UNHCR;

The two Contracting Parties have agreed as follows:

Article I

OBJECTIVE

The objective of this Agreement is to establish a framework for a multi-sectional cooperation between ECOWAS and UNHCR, in agreed areas, as well as to facilitate cooperation between UNHCR and Governments of ECOWAS member States in the same agreed areas.

Article II

AREAS OF COOPERATION

The parties shall cooperate in the following areas:

1. Refugees and asylum seekers, particularly refugee women and children and unaccompanied minors, forced population movements into and within the region, asylum and refugee protection principles, humanitarian and human rights law, i.e. refoulement, expulsion, arbitrary detention, education, freedom of movement, etc.;

2. Organized and spontaneous voluntary repatriation, as well as related rehabilitation and reintegration activities; local settlement and resettlement within ECOWAS countries;

3. Establishment and development of mechanisms for managing and addressing the root causes of refugee situations and issues related to security concerns in camps and areas hosting refugees, returnees and populations of concern to UNHCR;

4. Post-conflict recovery, prevention and early warning activities and measures;

5. Promotion of refugee law and legislation and status determination procedures within ECOWAS countries, i.e., harmonization of national legislations and procedures with the ECOWAS Treaty as regards freedom of movement, property, social welfare, etc.;

6. Funding for internally displaced persons, refugees and returnee-related activities to be carried out by ECOWAS and UNHCR together;

7. Joint training activities related to refugees, returnees, internally displaced persons or any other persons of concern to UNHCR.

Article III

INSTITUTIONAL ARRANGEMENT

1. The Executive Secretary, on behalf of ECOWAS, and the UNHCR Regional Director for the West And Central Africa Bureau, on behalf of UNHCR, shall be responsible for the implementation of this Memorandum of Understanding.

2. ECOWAS will undertake to inform all member States and relevant regional and international organizations of this Memorandum of Understanding.

3. UNHCR will undertake to inform all its representatives within ECOWAS member States and all relevant organizations and operational partners of this Memorandum of Understanding.

Article IV

FUNCTIONS OF THE COOPERATING INSTITUTIONS

ECOWAS and UNHCR shall:

1. In accordance with their respective mandates, address the social, economic, political and security issues in the subregion, particularly those which have a bearing on the root causes of forced population displacement, refugee protection, the provision of humanitarian assistance and the search for durable solutions;

2. Establish and or strengthen mechanisms, procedures and institutions at the national, regional and international levels, in order to create sustainable local capacity for the provision of protection and assistance to refugees, particularly refugee women and children and unaccompanied minors, returnees and other persons of concern to UNHCR and to give effect wherever necessary to the concept of burden-sharing;

3. Promote accession to international and regional instruments relating to refugees, particularly refugee women and children, unaccompanied minors, stateless persons and statelessness as well as other persons of concern to UNHCR, and encourage ECOWAS countries to enact or amend, as appropriate, their national refugee legislation in accordance with these instruments and human rights, and humanitarian principles foreseen within the ECOWAS Treaty;

4. Initiate and support academic research and studies on refugees, in particular refugee women and children, unaccompanied minors and persons of concern to UNHCR, as well as relevant training for government officials, non-governmental organization and staff members of other organizations, with a view to promoting awareness and respect of refugee law in particular, and humanitarian and human rights principles in general;

5. Promote public awareness and proper understanding of refugees and forced population movements, and the need for their protection and assistance, through

advocacy studies and promotion activities related to refugee law, human rights and humanitarian principles;

6. Have consultations and exchange of information and documentation in order to strengthen national and regional emergency preparedness mechanisms so as to respond effectively to humanitarian emergencies within the subregion;

7. Promote environmental rehabilitation and the development of respect for and protection of the natural environment among refugee populations as well as in refugee-affected areas;

8. Collaborate with non-governmental and other organizations at the national and regional levels to support the attainment of the objectives of this Memorandum of Understanding;

9. Cooperate on other humanitarian activities as may be agreed upon by the Contracting Parties.

Article V

OPERATING MODALITIES

1. The Contracting Parties shall establish such procedures and mechanisms, as appropriate, for the development and implementation of strategies, programmes and activities necessary to achieve the objectives of this Memorandum of Understanding.

2. ECOWAS and UNHCR shall exchange information, studies, reports, databases and documents on matters of mutual interest and shall collaborate in the collection, analysis and dissemination thereof, subject to such agreements as shall be necessary to safeguard the confidentiality and restricted character of such documents and information.

3. The Contracting Parties shall collaborate within any other operating modalities, including meetings, as shall be mutually agreed upon.

Article VI

FINANCIAL PROVISION

The Contracting Parties shall cooperate in mobilizing the necessary resources for implementing agreed programmes, projects and activities.

Article VII

SUPPLEMENTARY ARRANGEMENTS

ECOWAS and UNHCR shall enter into such supplementary arrangements or agreements within the scope of this Memorandum of Understanding as shall be mutually agreed upon.

Article VIII

SETTLEMENT OF DISPUTES

Any disputes arising from the interpretation or implementation of this Memorandum of Understanding shall be settled by mutual agreement between the Contracting Parties, with a view to ensuring successful realization of the objectives of this Memorandum of Understanding.

Article IX
AMENDMENT

This Memorandum of Understanding shall be amended by mutual written consent between the Contracting Parties.

Article X
ENTRY INTO FORCE AND TERMINATION

This Memorandum of Understanding shall enter into force on the date of its signature, and shall remain for an unlimited period of time, until terminated by mutual agreement, following one party giving three months' written notice of its intention to terminate this Memorandum of Understanding.

DONE at New York this 19th day of November 2001, in two originals in the English and French languages, both texts being equally authentic.

For the Economic Community
of West African States:
[Signature]
Lansana KOUYATE

For the United Nations
High Commissioner for Refugees:
[Signature]
Ruud LUBBERS

**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.¹³ APPROVED BY THE GENERAL ASSEMBLY OF THE UNITED NATIONS ON 21 NOVEMBER 1947

In 2001, 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 accession or notification</i>	<i>Specialized agencies</i>
Yugoslavia	12 March 2001	ILO FAO UNESCO WHO IBRD IDA IFC IMF UPU ITU WMO IMO WIPO IFAD
Argentina	27 September 2001	IFAD

As at 31 December 2001, 107 States were parties to the Convention.¹⁴

2. UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

Agreements relating to conferences, seminars and other meetings—basic privileges and immunities provision

For the purpose of holding international conferences on the territory of member States, UNESCO concluded various agreements that contained the following provisions concerning the legal status of the organization:

“Privileges and immunities

“The Government of [name of the State] shall apply, in all matters relating to this meeting, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations as well as annex IV thereto to which it has been a party from [date].

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

“Damage and accidents

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

3. UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

Agreement between the United Nations Industrial Development Organization and the Government of Cameroon on the organization of the fifteenth meeting of the Conference of African Ministers of Industry (CAMI—XV). Signed on 12 September 2001

Privileges and immunities

1. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946, shall apply to the meeting. In particular, the representatives of the States members of the United Nations Industrial Development Organization (UNIDO), the Economic Commission for Africa (ECA) and the Organization of African Unity (OAU), who were referred to in paragraphs (a), (b) and (d) of article II, shall enjoy the privileges and immunities

set out in article IV of the Convention; officials of UNIDO, ECA and OAU attending the Conference shall enjoy the privileges and immunities set out in articles V and VII, and experts attending the meeting on mission for UNIDO, ECA and OAU shall enjoy the privileges and immunities provided for in article VI of the Convention.

...

5. Without prejudice to the preceding paragraphs of this article, all persons performing meeting-related functions and all persons invited to the Conference shall enjoy the privileges, immunities and facilities necessary for the free exercise of their functions in connection with the meetings.

6. All the persons referred to in article II of the Agreement, all United Nations officials holding a laissez-passer and assigned to the meetings, and all experts attending the meetings on mission for UNIDO, ECA and OAU shall have the right to enter and leave Cameroon without any impediments to their travel to or from the venue of the meetings. Such entry visas and authorizations as may be required shall be delivered free of charge, as promptly as possible and no later than two (2) weeks before the start of the Conference. Where an application for a visa is submitted less than two (2) and a half weeks before the opening of the Conference, the visa shall be delivered no later than three (3) days after the application is received.

...

8. For the purposes of the application of the Convention on the Privileges and Immunities of the United Nations, the premises on which the meetings are held shall be deemed to be the premises of the United Nations Industrial Development Organization within the meaning of section 3 of the Convention (property, funds and assets); access thereto shall be placed under the organization's authority and control. The premises shall be inviolable for the duration of the Conference, including the preparatory and final stages.

9. Participants in the Conference and representatives of the information organs referred to in article II of the Agreement, together with officials of UNIDO, ECA and OAU attending the meeting and experts attending the meeting on mission for UNIDO, ECA and OAU, shall have the right to take out of Cameroon upon their departure, without any restriction, any unspent portion of sums brought into Cameroon for the meetings, at the official United Nations rate of exchange applicable at the time that the sums were brought into the country.

10. The Government shall authorize the temporary importation free of duty of all equipment, including technical equipment brought by representatives of information organs, and shall exempt from import duties and taxes all supplies necessary for the meeting. It shall deliver promptly all import and export certificates required for this purpose.

11. The property of UNIDO, ECA and OAU and the baggage and personal effects of participants in the Conference shall not be subject to search, seizure or confiscation. The personal effects of participants shall normally carry markings that distinguish them from the baggage of other passengers in order to expedite the customs formalities. To this end, the Government shall designate customs and immigration officials from whom the authorized officials of the Joint Secretariat may request any necessary information, action or assistance.

4. INTERNATIONAL ATOMIC ENERGY AGENCY

Protocol Additional to the Agreement between the People's Republic of Bangladesh and the International Atomic Energy Agency for the Application of Safeguards in connection with the Treaty on the Non-Proliferation of Nuclear Weapons. Signed at Vienna on 30 March 2001¹⁵

Whereas the People's Republic of Bangladesh (hereinafter referred to as "Bangladesh") and the International Atomic Energy Agency (hereinafter referred to as "the Agency") are parties to an Agreement for the Application of Safeguards in connection with the Treaty on the Non-Proliferation of Nuclear Weapons (hereinafter referred to as "the Safeguards Agreement"), which entered into force on 11 June 1982;

Aware of the desire of the international community to further enhance nuclear non-proliferation by strengthening the effectiveness and improving the efficiency of the Agency's safeguards system;

Recalling that the Agency must take into account in the implementation of safeguards the need to: avoid hampering the economic and technological development of Bangladesh or international cooperation in the field of peaceful nuclear activities; respect health, safety, physical protection and other security provisions in force and the rights of individuals; and take every precaution to protect commercial, technological and industrial secrets as well as other confidential information coming to its knowledge;

Whereas the frequency and intensity of activities described in this Protocol shall be kept to the minimum consistent with the objective of strengthening the effectiveness and improving the efficiency of Agency safeguards;

Now therefore Bangladesh and the Agency have agreed as follows:

RELATIONSHIP BETWEEN THE PROTOCOL AND THE SAFEGUARDS AGREEMENT

Article 1

The provisions of the Safeguards Agreement shall apply to this Protocol to the extent that they are relevant to and compatible with the provisions of this Protocol. In case of conflict between the provisions of the Safeguards Agreement and those of this Protocol, the provisions of this Protocol shall apply.

PROVISION OF INFORMATION

Article 2

- (a) Bangladesh shall provide the Agency with a declaration containing:
 - (i) A general description of and information specifying the location of nuclear fuel cycle-related research and development activities not involving nuclear material carried out anywhere that are funded, specifically authorized or controlled by, or carried out on behalf of, Bangladesh;
 - (ii) Information identified by the Agency on the basis of expected gains in effectiveness or efficiency, and agreed to by Bangladesh, on operational

activities of safeguards relevance at facilities and at locations outside facilities where nuclear material is customarily used;

- (iii) A general description of each building on each site, including its use and, if not apparent from that description, its contents. The description shall include a map of the site;
- (iv) A description of the scale of operations for each location engaged in the activities specified in annex I to this Protocol;
- (v) Information specifying the location, operational status and the estimated annual production capacity of uranium mines and concentration plants and thorium concentration plants, and the current annual production of such mines and concentration plants for Bangladesh as a whole. Bangladesh shall provide, upon request by the Agency, the current annual production of an individual mine or concentration plant. The provision of this information does not require detailed nuclear material accountancy;
- (vi) Information regarding source material which has not reached the composition and purity suitable for fuel fabrication or for being isotopically enriched, as follows:
 - a. The quantities, the chemical composition, the use or intended use of such material, whether in nuclear or non-nuclear use, for each location in Bangladesh at which the material is present in quantities exceeding ten metric tons of uranium and/or twenty metric tons of thorium, and for other locations with quantities of more than one metric ton, the aggregate for Bangladesh as a whole if the aggregate exceeds ten metric tons of uranium or twenty metric tons of thorium. The provision of this information does not require detailed nuclear material accountancy;
 - b. The quantities, the chemical composition and the destination of each export out of Bangladesh of such material for specifically non-nuclear purposes in quantities exceeding:
 - (1) Ten metric tons of uranium, or for successive exports of uranium from Bangladesh to the same State, each of less than ten metric tons, but exceeding a total of ten metric tons for the year;
 - (2) Twenty metric tons of thorium, or for successive exports of thorium from Bangladesh to the same State, each of less than twenty metric tons, but exceeding a total of twenty metric tons for the year;
 - c. The quantities, chemical composition, current location and use or intended use of each import into Bangladesh of such material for specifically non-nuclear purposes in quantities exceeding:
 - (1) Ten metric tons of uranium or for successive imports of uranium into Bangladesh each of less than ten metric tons, but exceeding a total of ten metric tons for the year;
 - (2) Twenty metric tons of thorium, or for successive imports of thorium into Bangladesh each of less than twenty metric tons, but exceeding a total of twenty metric tons for the year,

it being understood that there is no requirement to provide information on such material intended for a non-nuclear use once it is in its non-nuclear end-use form;

- (vii) *a.* Information regarding the quantities, uses and locations of nuclear material exempted from safeguards pursuant to article 37 of the Safeguards Agreement;
- b.* Information regarding the quantities (which may be in the form of estimates), and uses at each location, of nuclear material exempted from safeguards pursuant to article 36 (*b*) of the Safeguards Agreement but not yet in a non-nuclear end-use form, in quantities exceeding those set out in article 37 of the Safeguards Agreement. The provision of this information does not require detailed nuclear material accountancy;
- (viii) Information regarding the location or further processing of intermediate or high-level waste containing plutonium, high enriched uranium or uranium-233 on which safeguards have been terminated pursuant to article 11 of the Safeguards Agreement. For the purpose of this paragraph, “further processing” does not include repackaging of the waste or its further conditioning not involving the separation of elements, for storage or disposal;
- (ix) The following information regarding specified equipment and non-nuclear material listed in annex II:
 - a.* For each export out of Bangladesh of such equipment and material: the identity, quantity, location of intended use in the receiving State and date or, as appropriate, expected date, of export;
 - b.* Upon specific request by the Agency, confirmation by Bangladesh, as importing State, of information provided to the Agency by another State concerning the export of such equipment and material to Bangladesh;
- (x) General plans for the succeeding ten-year period relevant to the development of the nuclear fuel cycle (including planned nuclear fuel cycle-related research and development activities) when approved by the appropriate authorities in Bangladesh.
- (*b*) Bangladesh shall make every reasonable effort to provide the Agency with the following information:
 - (i) A general description of and information specifying the location of nuclear fuel cycle-related research and development activities not involving nuclear material which are specifically related to enrichment, reprocessing of nuclear fuel or the processing of intermediate or high-level waste containing plutonium, high enriched uranium or uranium-233 that are carried out anywhere in Bangladesh but which are not funded, specifically authorized or controlled by, or carried out on behalf of, Bangladesh. For the purpose of this paragraph, “processing” of intermediate or high-level waste does not include repackaging of the waste or its conditioning not involving the separation of elements, for storage or disposal;
 - (ii) A general description of activities and the identity of the person or entity carrying out such activities, at locations identified by the Agency outside

a site which the Agency considers might be functionally related to the activities of that site. The provision of this information is subject to a specific request by the Agency. It shall be provided in consultation with the Agency and in a timely fashion.

(c) Upon request by the Agency, Bangladesh shall provide amplifications or clarifications of any information it has provided under this article, in so far as relevant for the purpose of safeguards.

Article 3

(a) Bangladesh shall provide to the Agency the information identified in article 2(a)(i), (iii), (iv), (v), (vi)a, (vii) and (x) and article 2(b)(i) within 180 days of the entry into force of this Protocol.

(b) Bangladesh shall provide to the Agency, by 15 May of each year, updates of the information referred to in paragraph (a) above for the period covering the previous calendar year. If there has been no change to the information previously provided, Bangladesh shall so indicate.

(c) Bangladesh shall provide to the Agency, by 15 May of each year, the information identified in article 2(a)(vi)b and c for the period covering the previous calendar year.

(d) Bangladesh shall provide to the Agency on a quarterly basis the information identified in article 2(a)(ix)a. This information shall be provided within sixty days of the end of each quarter.

(e) Bangladesh shall provide to the Agency the information identified in article 2(a)(viii) 180 days before further processing is carried out and, by 15 May of each year, information on changes in location for the period covering the previous calendar year.

(f) Bangladesh and the Agency shall agree on the timing and frequency of the provision of the information identified in article 2(a)(ii).

(g) Bangladesh shall provide to the Agency the information in article 2(a)(ix)b within sixty days of the Agency's request.

COMPLEMENTARY ACCESS

Article 4

The following shall apply in connection with the implementation of complementary access under article 5 of this Protocol:

(a) The Agency shall not mechanically or systematically seek to verify the information referred to in article 2; however, the Agency shall have access to:

- (i) Any location referred to in article 5(a)(i) or (ii) on a selective basis in order to assure the absence of undeclared nuclear material and activities;
- (ii) Any location referred to in article 5(b) or (c) to resolve a question relating to the correctness and completeness of the information provided pursuant to article 2 or to resolve an inconsistency relating to that information;

(iii) Any location referred to in article 5(a)(iii) to the extent necessary for the Agency to confirm, for safeguards purposes, Bangladesh's declaration of the decommissioned status of a facility or of a location outside facilities where nuclear material was customarily used.

(b) (i) Except as provided in subparagraph (ii) below, the Agency shall give Bangladesh advance notice of access of at least 24 hours;

(ii) For access to any place on a site that is sought in conjunction with design information verification visits or ad hoc or routine inspections on that site, the period of advance notice shall, if the Agency so requests, be at least two hours but, in exceptional circumstances, it may be less than two hours.

(c) Advance notice shall be in writing and shall specify the reasons for access and the activities to be carried out during such access.

(d) In the case of a question or inconsistency, the Agency shall provide Bangladesh with an opportunity to clarify and facilitate the resolution of the question or inconsistency. Such an opportunity will be provided before a request for access, unless the Agency considers that delay in access would prejudice the purpose for which the access is sought. In any event, the Agency shall not draw any conclusions about the question or inconsistency until Bangladesh has been provided with such an opportunity.

(e) Unless otherwise agreed to by Bangladesh, access shall only take place during regular working hours.

(f) Bangladesh shall have the right to have Agency inspectors accompanied during their access by representatives of Bangladesh, provided that the inspectors shall not thereby be delayed or otherwise impeded in the exercise of their functions.

Article 5

Bangladesh shall provide the Agency with access to:

(a) (i) Any place on a site;

(ii) Any location identified by Bangladesh under article 2(a)(v)-(viii);

(iii) Any decommissioned facility or decommissioned location outside facilities where nuclear material was customarily used;

(b) Any location identified by Bangladesh under article 2(a)(i), article 2(a)(iv), article 2(a)(ix)b or article 2(b), other than those referred to in paragraph (a)(i) above, provided that if Bangladesh is unable to provide such access, Bangladesh shall make every reasonable effort to satisfy Agency requirements, without delay, through other means;

(c) Any location specified by the Agency, other than locations referred to in paragraphs (a) and (b) above, to carry out location-specific environmental sampling, provided that if Bangladesh is unable to provide such access, Bangladesh shall make every reasonable effort to satisfy Agency requirements, without delay, at adjacent locations or through other means.

Article 6

When implementing article 5, the Agency may carry out the following activities:

(a) For access in accordance with article 5(a)(i) or (iii): visual observation; collection of environmental samples; utilization of radiation detection and measurement devices; application of seals and other identifying and tamper-indicating devices specified in Subsidiary Arrangements; and other objective measures which have been demonstrated to be technically feasible and the use of which has been agreed by the Board of Governors (hereinafter referred to as “the Board”) and following consultations between the Agency and Bangladesh;

(b) For access in accordance with article 5(a)(ii): visual observation; item-counting of nuclear material; non-destructive measurements and sampling; utilization of radiation detection and measurement devices; examination of records relevant to the quantities, origin and disposition of the material; collection of environmental samples; and other objective measures which have been demonstrated to be technically feasible and the use of which has been agreed by the Board and following consultations between the Agency and Bangladesh;

(c) For access in accordance with article 5(b): visual observation; collection of environmental samples; utilization of radiation detection and measurement devices; examination of safeguards-relevant production and shipping records; and other objective measures which have been demonstrated to be technically feasible and the use of which has been agreed by the Board and following consultations between the Agency and Bangladesh;

(d) For access in accordance with article 5(c) collection of environmental samples and, in the event the results do not resolve the question or inconsistency at the location specified by the Agency pursuant to article 5(c), utilization at that location of visual observation, radiation detection and measurement devices and, as agreed by Bangladesh and the Agency, other objective measures.

Article 7

(a) Upon request by Bangladesh, the Agency and Bangladesh shall make arrangements for managed access under this Protocol in order to prevent the dissemination of proliferation-sensitive information, to meet safety or physical protection requirements or to protect proprietary or commercially sensitive information. Such arrangements shall not preclude the Agency from conducting activities necessary to provide credible assurance of the absence of undeclared nuclear material and activities at the location in question, including the resolution of a question relating to the correctness and completeness of the information referred to in article 2 or of an inconsistency relating to that information.

(b) Bangladesh may, when providing the information referred to in article 2, inform the Agency of the places at a site or location at which managed access may be applicable.

(c) Pending the entry into force of any necessary Subsidiary Arrangements, Bangladesh may have recourse to managed access consistent with the provisions of paragraph (a) above.

Article 8

Nothing in this Protocol shall preclude Bangladesh from offering the Agency access to locations in addition to those referred to in articles 5 and 9 or from requesting the Agency to conduct verification activities at a particular location. The Agency shall, without delay, make every reasonable effort to act upon such a request.

Article 9

Bangladesh shall provide the Agency with access to locations specified by the Agency to carry out wide-area environmental sampling, provided that if Bangladesh is unable to provide such access it shall make every reasonable effort to satisfy Agency requirements at alternative locations. The Agency shall not seek such access until the use of wide-area environmental sampling and the procedural arrangements therefor have been approved by the Board and following consultations between the Agency and Bangladesh.

Article 10

The Agency shall inform Bangladesh of:

(a) The activities carried out under this Protocol, including those in respect of any questions or inconsistencies the Agency had brought to the attention of Bangladesh, within sixty days of the activities being carried out by the Agency;

(b) The results of activities in respect of any questions or inconsistencies the Agency had brought to the attention of Bangladesh, as soon as possible but in any case within thirty days of the results being established by the Agency;

(c) The conclusions it has drawn from its activities under this Protocol. The conclusions shall be provided annually.

DESIGNATION OF AGENCY INSPECTORS

Article 11

(a) (i) The Director General shall notify Bangladesh of the Board's approval of any Agency official as a safeguards inspector. Unless Bangladesh advises the Director General of its rejection of such an official as an inspector for Bangladesh within three months of receipt of notification of the Board's approval, the inspector so notified to Bangladesh shall be considered designated to Bangladesh.

(ii) The Director General, acting in response to a request by Bangladesh or on his own initiative, shall immediately inform Bangladesh of the withdrawal of the designation of any official as an inspector for Bangladesh.

(b) A notification referred to in paragraph (a) above shall be deemed to be received by Bangladesh seven days after the date of the transmission by registered mail of the notification by the Agency to Bangladesh.

VISAS

Article 12

Bangladesh shall, within one month of the receipt of a request therefor, provide the designated inspector specified in the request with appropriate multiple entry/exit and/or transit visas, where required, to enable the inspector to enter and remain on the territory of Bangladesh for the purpose of carrying out his/her functions. Any visas required shall be valid for at least one year and shall be renewed, as required, to cover the duration of the inspector's designation to Bangladesh.

SUBSIDIARY ARRANGEMENTS

Article 13

(a) Where Bangladesh or the Agency indicates that it is necessary to specify in Subsidiary Arrangements how measures laid down in this Protocol are to be applied, Bangladesh and the Agency shall agree on such Subsidiary Arrangements within ninety days of the entry into force of this Protocol or, where the indication of the need for such Subsidiary Arrangements is made after the entry into force of this Protocol, within ninety days of the date of such indication.

(b) Pending the entry into force of any necessary Subsidiary Arrangements, the Agency shall be entitled to apply the measures laid down in this Protocol.

COMMUNICATIONS SYSTEMS

Article 14

(a) Bangladesh shall permit and protect free communications by the Agency for official purposes between Agency inspectors in Bangladesh and Agency headquarters and/or regional offices, including attended and unattended transmission of information generated by Agency containment and/or surveillance or measurement devices. The Agency shall have, in consultation with Bangladesh, the right to make use of internationally established systems of direct communications, including satellite systems and other forms of telecommunication, not in use in Bangladesh. At the request of Bangladesh or the Agency, details of the implementation of this paragraph with respect to the attended or unattended transmission of information generated by Agency containment and/or surveillance or measurement devices shall be specified in the Subsidiary Arrangements.

(b) Communication and transmission of information as provided for in paragraph (a) above shall take due account of the need to protect proprietary or commercially sensitive information or design information which Bangladesh regards as being of particular sensitivity.

PROTECTION OF CONFIDENTIAL INFORMATION

Article 15

(a) The Agency shall maintain a stringent regime to ensure effective protection against disclosure of commercial, technological and industrial secrets and other confidential information coming to its knowledge, including such information coming to the Agency's knowledge in the implementation of this Protocol.

(b) The regime referred to in paragraph (a) above shall include, among others, provisions relating to:

- (i) General principles and associated measures for the handling of confidential information;
- (ii) Conditions of staff employment relating to the protection of confidential information;
- (iii) Procedures in cases of breaches or alleged breaches of confidentiality.

(c) The regime referred to in paragraph (a) above shall be approved and periodically reviewed by the Board.

ANNEXES

Article 16

(a) The annexes to this Protocol shall be an integral part thereof. Except for the purposes of amendment of the annexes, the term “Protocol” as used in this instrument means the Protocol and the annexes together.

(b) The list of activities specified in annex I, and the list of equipment and material specified in annex II, may be amended by the Board upon the advice of an open-ended working group of experts established by the Board. Any such amendment shall take effect four months after its adoption by the Board.

ENTRY INTO FORCE

Article 17

(a) This Protocol shall enter into force upon signature by the representatives of Bangladesh and the Agency.

(b) Bangladesh may, at any date before this Protocol enters into force, declare that it will apply this Protocol provisionally.

(c) The Director General shall promptly inform all States members of the Agency of any declaration of provisional application of, and of the entry into force of, this Protocol.

DEFINITIONS

Article 18

For the purpose of this Protocol:

(a) *Nuclear fuel cycle-related research and development activities* means those activities which are specifically related to any process or system development aspect of any of the following:

- Conversion of nuclear material,
- Enrichment of nuclear material,
- Nuclear fuel fabrication,
- Reactors,
- Critical facilities,
- Reprocessing of nuclear fuel,
- Processing (not including repackaging or conditioning not involving the separation of elements, for storage or disposal) of intermediate or high-level waste containing plutonium, high enriched uranium or uranium-233,

but do not include activities related to theoretical or basic scientific research or to research and development on industrial radioisotope applications, medical, hydrological and agricultural applications, health and environmental effects and improved maintenance;

(b) *Site* means that area delimited by Bangladesh in the relevant design information for a facility, including a closed-down facility, and in the relevant information on a location outside facilities where nuclear material is customarily used, including a closed-down location outside facilities where nuclear material was customarily used (this is limited to locations with hot cells or where activities related to conversion, enrichment, fuel fabrication or reprocessing were carried out). It shall

also include all installations, co-located with the facility or location, for the provision or use of essential services, including: hot cells for processing irradiated materials not containing nuclear material; installations for the treatment, storage and disposal of waste; and buildings associated with specified activities identified by Bangladesh under article 2(a)(iv) above;

(c) *Decommissioned facility or decommissioned location outside facilities* means an installation or location at which residual structures and equipment essential for its use have been removed or rendered inoperable so that it is not used to store and can no longer be used to handle, process or utilize nuclear material;

(d) *Closed-down facility or closed-down location outside facilities* means an installation or location where operations have been stopped and the nuclear material removed but which has not been decommissioned;

(e) *High enriched uranium* means uranium containing 20 per cent or more of the isotope uranium-235;

(f) *Location-specific environmental sampling* means the collection of environmental samples (e.g., air, water, vegetation, soil, smears) at, and in the immediate vicinity of, a location specified by the Agency for the purpose of assisting the Agency in drawing conclusions about the absence of undeclared nuclear material or nuclear activities at the specified location;

(g) *Wide-area environmental sampling* means the collection of environmental samples (e.g., air, water, vegetation, soil, smears) at a set of locations specified by the Agency for the purpose of assisting the Agency in drawing conclusions about the absence of undeclared nuclear material or nuclear activities over a wide area;

(h) *Nuclear material* means any source or any special fissionable material as defined in article XX of the Statute. The term source material shall not be interpreted as applying to ore or ore residue. Any determination by the Board under article XX of the Statute of the Agency after the entry into force of this Protocol which adds to the materials considered to be source material or special fissionable material shall have effect under this Protocol only upon acceptance by Bangladesh;

(i) *Facility* means:

(i) A reactor, a critical facility, a conversion plant, a fabrication plant, a reprocessing plant, an isotope separation plant or a separate storage installation; or

(ii) Any location where nuclear material in amounts greater than one effective kilogram is customarily used;

(j) *Location outside facilities* means any installation or location, which is not a facility, where nuclear material is customarily used in amounts of one effective kilogram or less.

DONE at Vienna on the 30th day of March 2001 in duplicate in the English language.

For the People's Republic of Bangladesh:

[Signature]

Abdus Samad AZAD, MP

Foreign Minister

For the International
Atomic Energy Agency:

[Signature]

Mohammed ELBARADEI

Director General

NOTES

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

²For the list of those States, see *Multilateral Treaties Deposited with the Secretary-General of the United Nations: Status as at 31 October 2001* (United Nations publication, Sales No. E.02.V.4).

³Entered into force on 23 March 2001, by signature.

⁴S/2000/643.

⁵Entered into force on 21 February 2000.

⁶Entered into force on 7 June 2001.

⁷Entered into force on 6 August 2001, by signature.

⁸Entered into force on 23 August 2001, by signature.

⁹Entered into force on 24 August 2001, by signature.

¹⁰Entered into force on 10 October 2001, by signature.

¹¹Entered into force on 20 July 2001, by signature.

¹²Entered into force on 19 November 2001, by signature.

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

¹⁴For the list of those States, see *Multilateral Treaties Deposited with the Secretary-General of the United Nations: Status as at 31 December 2001* (United Nations publication, Sales No. E.02.V.4).

¹⁵Entered into force on 30 March 2001, by signature.