

Extract from:

UNITED NATIONS JURIDICAL YEARBOOK

2004

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

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



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Contents

Page

FOREWORD	XIX
ABBREVIATIONS	XXI

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

CHAPTER I. LEGISLATIVE TEXTS CONCERNING THE LEGAL STATUS OF THE UNITED NATIONS AND RELATED INTERGOVERNMENTAL ORGANIZATIONS.	3
CHAPTER II. TREATIES CONCERNING THE LEGAL STATUS OF THE UNITED NATIONS AND RELATED INTERGOVERNMENTAL ORGANIZATIONS	
A. TREATIES CONCERNING THE LEGAL STATUS OF THE UNITED NATIONS	
1. Status of the Convention on the Privileges and Immunities of the United Nations. Approved by the General Assembly of the United Nations on 13 February 1946	5
2. Agreements relating to missions, offices and meetings	
(a) Exchange of letters constituting an agreement between the United Nations and the Government of the Sultanate of Oman regarding the hosting of the “Workshop on the Use of Handheld Devices (HHD) for Population Censuses in the ESCWA Region”, to be held in Muscat, from 4 to 6 April 2004. New York, 21 January 2004 and 2 March 2004	5
(b) Agreement between the United Nations and the Government of the Federative Republic of Brazil regarding the arrangements for the Eleventh Session of the United Nations Conference on Trade and Development (UNCTAD). São Paulo, 9 March 2004	9
(c) Exchange of letters constituting an agreement between the United Nations and the Government of the Syrian Arab Republic regarding the hosting of the “Workshop on Environment Statistics in the Countries of the Region of the Economic and Social Commission for Western Asia (ESCWA)”, to be held in Damascus, Syria, from 4 to 8 April 2004. New York, 14 January 2004 and 18 March 2004	17
(d) Exchange of letters constituting an agreement between the United Nations and the Government of the Islamic Republic of Iran regarding the hosting of the United Nations/Islamic Republic of Iran Regional Workshop on the Use of Space Technology for Environmental Security, Disaster Rehabilitation and Sustainable Development hosted by the Government of the Islamic Republic of Iran, to be held in Tehran, Islamic Republic of Iran from 8 to 12 May 2004. Vienna, 26 April 2004 and 3 May 2004	21

	<i>Page</i>
(e) Exchange of letters constituting an agreement between the United Nations and the Government of the Republic of Croatia on “Arrangements between the United Nations and the Government of the Republic of Croatia regarding the meeting of the parties to the Protocol on Strategic Environmental Assessment, to be held in Cavtat, from 1 to 4 June 2004”. Geneva, 25 March 2004 and 10 May 2004.....	25
(f) Agreement between the United Nations and the Government of Haiti concerning the status of the United Nations Operation in Haiti. Port-au-Prince, 9 July 2004.....	28
(g) Agreement between the United Nations and the Government of Sudan concerning the activities of the United Nations Mission in Sudan. New York, 6 August 2004.	41
(h) Exchange of letters constituting an agreement between the United Nations and the Government of the Hashemite Kingdom of Jordan to establish a liaison office of the United Nations Assistance Mission for Iraq (UNAMI) in Amman, Jordan, to assist UNAMI in fulfilling its mandated activities. New York, 10 August 2004 and 11 August 2004	49
(i) Agreement between the United Nations and the Government of the Republic of Mauritius regarding the arrangements for the international meeting on the ten-year review of the Barbados Programme of Action for the Sustainable Development of Small Island Developing States. Port Louis, Mauritius, 10-14 January 2005. New York, 30 November 2004	54
(j) Exchange of letters constituting an agreement between the United Nations and the Government of Brazil regarding the hosting of the events under the project entitled “Weapons Destruction and Stockpile Management”, to be held in Brasilia and Rio de Janeiro, Brazil, in December 2004 and March 2005. New York, 30 November 2004 and 2 December 2004.....	61
3. Other agreements	
Relationship Agreement between the United Nations and the International Criminal Court. New York, 4 October 2004.....	65
4. United Nations Children’s Fund	
Basic Cooperation Agreement between UNICEF and the Government of the Islamic Republic of Iran. Tehran, 31 May 2004	73
5. Office of the United Nations High Commissioner for Refugees	
Cooperation Agreement between the Office of the United Nations High Commissioner for Refugees and the Government of the Republic of the Congo. Brazzaville, 17 December 2004	82

CONTENTS

	<i>Page</i>
6. United Nations Human Settlements Programme	
Agreements relating to the Venue Agreement between the United Nations Human Settlements Programme (UN-HABITAT) and the Kingdom of Spain regarding the hosting in the city of Barcelona (Spain) of the Second Session of the World Urban Forum, Barcelona, 15 September 2004.....	91
B. TREATIES CONCERNING THE LEGAL STATUS OF INTERGOVERNMENTAL ORGANIZATIONS RELATED TO THE UNITED NATIONS	
1. Status 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.....	95
2. International Labour Organization	
Cooperation agreement between the International Labour Organization and the African Development Bank and the African Development Fund	96
3. International Atomic Energy Agency	
Status of the Agreement on the Privileges and Immunities of the International Atomic Energy Agency, 1959.....	100
4. World Bank	
Agreement between the Government of the Russian Federation and the International Bank for Reconstruction and Development regarding the Resident Mission of the International Bank for Reconstruction and Development in the Russian Federation. Washington, 29 September 1996	100
5. International Monetary Fund	
Agreement between the Government of the Russian Federation and the International Monetary Fund regarding the Resident Representative Office of the International Monetary Fund in the Russian Federation. Hong Kong, 24 September 1997.....	107
Part Two. Legal activities of the United Nations and related intergovernmental organizations	
CHAPTER III. GENERAL REVIEW OF THE LEGAL ACTIVITIES OF THE UNITED NATIONS AND RELATED INTERGOVERNMENTAL ORGANIZATIONS	
A. GENERAL REVIEW OF THE LEGAL ACTIVITIES OF THE UNITED NATIONS	
1. Membership of the United Nations.....	117
2. Peace and security	
(a) Peacekeeping missions and operations	117
(b) Political and peacebuilding missions and offices	121
(c) Other peacekeeping matters	125
(d) Action of Member States authorized by the Security Council . . .	125
(e) Sanctions imposed under Chapter VII of the Charter of the United Nations	127

Chapter II

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

A. TREATIES CONCERNING THE LEGAL STATUS OF THE UNITED NATIONS

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

During 2004, no States acceded to the Convention. As at 31 December 2004, there were 148 States parties to the Convention.²

2. Agreements relating to missions, offices and meetings

- (a) Exchange of letters constituting an agreement between the United Nations and the Government of the Sultanate of Oman regarding the hosting of the “Workshop on the Use of Handheld Devices (HHD) for Population Censuses in the ESCWA Region”, to be held in Muscat, from 4 to 6 April 2004. New York, 21 January 2004 and 2 March 2004.³

I

21 January 2004

Excellency,

I have the honour to refer to the arrangements concerning the organization of a workshop entitled “Workshop on the Use of Handheld Devices (HHD) for Population Censuses in the ESCWA Region” (hereinafter referred to as “the Workshop”). The Workshop will be organized by the United Nations represented by the Department of Economic and Social Affairs (hereinafter referred to as “the United Nations”) and the Government of the Sultanate of Oman represented by Ministry of National Economy (hereinafter referred to as “the

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

² For the list of the States parties, see *Multilateral Treaties Deposited with the Secretary-General* (United Nations publication, Sales No. E.05.V.3, ST/LEG/SER.E/23), vol. I, chap. III.

³ Entered into force on 2 March 2004, in accordance with the provisions of the letters.

Government²⁹). With the present letter, I wish to obtain your Government's acceptance of the following:

1. The Workshop will be attended by the following participants:
 - (a) up to 30 regional participants, from the ESCWA countries selected by the United Nations;
 - (b) local government officials selected by the Government;
 - (c) one official from the United Nations and one official from ESCWA; and
 - (d) other participants, invited as observers by the United Nations and the Government, including representatives from the United Nations system.
2. The total number of participants will be approximately 50. The list of participants will be determined by the United Nations in consultation with the Government prior to the holding of the Workshop.
3. The Workshop will be conducted in Arabic, with simultaneous interpretation into English.
4. The United Nations will be responsible for:
 - (a) the invitations as well as the selection of national participants from ESCWA countries and participants from other international organizations;
 - (b) the cost of interpretation; and
 - (c) administrative arrangements and costs relating to the issuance of airline tickets and the payment of subsistence allowance for the participants specified in sub-paragraphs l a) and l c).
5. The Government will be responsible for:
 - (a) organizing the Workshop and the preparation of the appropriate documentation in consultation with the United Nations and the cost of document production in Arabic;
 - (b) meeting facilities for the Workshop;
 - (c) substantive support during and after Workshop;
 - (d) local counterpart staff to assist with the planning and any necessary administrative support during the Workshop;
 - (e) any costs related to the participation of national participants specified in sub-paragraph l b);
 - (f) any necessary office supplies and equipment, including stationery, personal computers, typewriters and photocopiers; and
 - (g) other local logistics and organizational services in support of the Workshop including hotel and transportation arrangements.
6. The Workshop will be held in Muscat, Oman from the 4th to the 6th of April 2004 at the offices of the Ministry of National Economy. All facilities will be arranged by the Government in consultation with the United Nations.
7. The cost of transportation and daily subsistence allowance for observers, as specified in sub-paragraph l d) above, will be the responsibility of their organizations.
8. As the Workshop will be convened by the United Nations, I wish to propose that the following terms shall apply:

(a) The Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly on 13 February 1946 (hereinafter referred to as “the Convention”), shall be applicable in respect of the Workshop.

(b) In particular, the representatives of States participating in the Workshop shall enjoy the privileges and immunities provided under Article IV of the Convention. The participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by Articles VI and VII of the Convention. Officials of the United Nations participating in or performing functions in connection with the Workshop shall enjoy the privileges and immunities provided under articles V and VII of the Convention. Officials of the specialized agencies participating in the Workshop shall be accorded the privileges and immunities provided under Articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly on 21 November 1947.

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

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

(e) All participants and all persons performing functions in connection with the Workshop shall have the right of unimpeded entry into and exit from the Sultanate of Oman. Visas and entry permits, where required, shall be granted free of charge and as speedily as possible. When applications are made four weeks before the opening of the Workshop, visas shall be granted not later than two weeks before the opening of the Workshop. If the application is made less than four weeks before the opening, visas shall be granted as speedily as possible and not later than three days before the opening. Arrangements shall also be made to ensure that visas for the duration of the Workshop are delivered at the airport of arrival to those who are unable to obtain them prior to their arrival. Exit permits, where required, shall be granted free of charge, as speedily as possible and in any case not later than three days before the closing of the Workshop.

9. The Government shall furnish such police protection as is required to ensure the effective functioning of the Workshop 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 officer provided by the government, this officer shall work in close co-operation with a designated senior official of the United Nations.

10. It is further understood that the Government shall be responsible for dealing with any action, claim or other demand against the United Nations or its officials arising out of:

(a) Injury to persons or damage to or loss of property in conference or office premises provided for the Workshop;

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

(c) The employment for the Workshop of personnel provided or arranged for by the Government.

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

11. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provisions of the Convention that is regulated by Section 30 of the Convention, shall, unless the parties otherwise agree, be resolved by negotiations or any other agreed mode of settlement. Any such dispute that is not settled by negotiation or any other agreed mode of settlement shall be submitted at the request of either party of a final decision to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government and the third, who shall be the Chairman, by the other two arbitrators. If either party does not appoint an arbitrator within three months of the other party having notified the name of its arbitrator, or if the first two arbitrators do not within three months of the appointment or nomination of the second one of them appoint the Chairman, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.

I further propose that upon receipt of your Government's confirmation in writing of the above, this exchange of letters shall constitute an Agreement between the United Nations and the Government of the Sultanate of Oman regarding the hosting of the Workshop, which shall enter into force on the date of your reply and shall remain in force for the duration of the Workshop and for such additional period as is necessary for the completion of its work and for the resolution of any matters arising out of the Agreement.

Accept, Excellency, the assurances of my highest consideration.

Yours sincerely,

[Signed] JOSE-ANTONIO OCAMPO

Under-Secretary-General

Department of Economic and Social Affairs

H.E. Mr. Fuad Al-Hinai
Ambassador Extraordinary and Plenipotentiary
Permanent Representative of the Sultanate of Oman
to the United Nations
New York, N.Y.

II

2 March 2004

Dear Mr. de Vries,

I have the honour to refer to your letter ref. DESA/04/15 dated 21 January 2004 relating to the proposed arrangements for the hosting of the "Workshop on the Use of Hand-

held Devices (HHD) for Population Censuses in the ESCWA Region” to be held in Muscat, Oman, from 4-6 April 2004.

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

Consequently, your letter and this reply shall constitute an Agreement between the United Nations and the Government of the Sultanate of Oman, which shall enter into force on today’s date and shall remain in force for the duration of the workshop, and for such additional period as is necessary for its preparation and for all matters relating to any of its provisions to be settled.

Please accept the assurances of my esteemed regards.

Sincerely,

[Signed] FUAD AL-HINAI
Ambassador
Permanent Representative

Mr. Willem F.M. de Vries
Officer-in-Charge
Statistics Division
Department of Economics and
Social Affairs
New York

(b) Agreement between the United Nations and the Government of the Federative Republic of Brazil regarding the arrangements for the Eleventh Session of the United Nations Conference on Trade and Development (UNCTAD). São Paulo, 9 March 2004.^{4,5}

The United Nations and

The Government of the Federative Republic of Brazil, hereinafter referred to as the “Government”,

Considering that the General Assembly of the United Nations, in its resolution 57/235 of 22 January 2003, welcomed the invitation of the Government to hold at the Anhembi Convention Centre, São Paulo, Brazil, the eleventh session of the United Nations Conference on Trade and Development, hereafter referred to as the “Conference”, and

Considering that the General Assembly of the United Nations, in paragraph 17 of section A of its resolution 47/202 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

⁴ Entered into force on 9 March 2004, in accordance with article XVI.

⁵ The annexes are not published herein.

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 13 to 18 June 2004 in the premises of the Anhembi Convention Centre, São Paulo. The opening ceremony will take place on 14 June and shall be preceded on 11 and 12 June by the following events: the SEBRAE/EMPTEC International Meeting; the Group of 77 Ministerial Meeting; and the Civil Society Forum. The provisions of this Agreement, with the exception of Articles IX and X, shall also apply to these three events.

Article II. Participation and attendance

1. The Conference shall be open to the participation of the following:

(a) Representatives of States which are members of the United Nations Conference on Trade and Development (UNCTAD);

(b) Observers from organizations that have received a standing invitation from the General Assembly to participate in the sessions and the work of all international conferences convened under its auspices in the capacity of observers;

(c) Observers from interested intergovernmental organs of the United Nations;

(d) Observers from Specialized Agencies, the International Atomic Energy Agency and organizations institutionally linked to the United Nations;

(e) Observers from intergovernmental organizations in status with UNCTAD;

(f) Observers from non-governmental organizations in status with UNCTAD;

(g) Observers from other interested intergovernmental and non-governmental organizations and civil society at large, upon invitation or designation by the Secretary-General of the Conference;

(h) Officials of the United Nations Secretariat;

(i) Experts on mission for the United Nations;

(j) Other persons invited by the United Nations.

2. The Secretary-General of the Conference shall designate the staff members of the United Nations Secretariat assigned to service the Conference.

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 provide the Government with a list of participants referred to in paragraph 1 of this article upon receipt of this information before the opening of the Conference.

Article III. Premises and related facilities and services

1. The Government shall provide the necessary premises, including conference rooms for informal meetings, office space, working areas and other related facilities, as

specified in annex I of the Agreement. The Government shall at its expense furnish, equip and maintain in good repair all these premises and facilities in a manner that the United Nations considers adequate for the effective conduct of the Conference. The premises and related services shall be provided by the Government as set out in annex I of this Agreement. The premises shall remain at the disposal of the United Nations 24 hours a day from one week prior to the Conference until a maximum of 24 hours after its close.

2. The Government shall ensure that the following are available on a commercial basis; banking facilities, post office, telephone, fax, internet and other telecommunications facilities, catering facilities, travel agency and a secretarial service centre (business centre), for use by the delegations 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 of the Anhembi Convention Centre shall remain at the exclusive disposition of the United Nations continuously from 11 to 19 June 2004.

4. The premises, facilities and services referred to in paragraphs 1 and 2 of this article are specified in annex I 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. The equipment and the supplies to be provided by the Government and the United Nations are described in annex I to this Agreement.

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 adequate functioning of the Conference, including any equipment and supplies that may be required 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, equipment, supplies and other items as may be required for the Conference.

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, gas and electricity with reference to utilities provided to the secretariat. The Government shall also bear the cost of local communications by telephone made from the Conferences premises, as well as the cost of fax and electronic mail transmission, video-conference, webcasting of general debates (as required for the conference proceedings), 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 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. Officials of the United Nations

1. The United Nations shall assign a number of its officials, not exceeding 200, to service the conference. The categories and functions of the officials are described in annex I to this Agreement. A certain number of officials shall be required to work at the Anhembi 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 officials 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.

3. The Government shall bear the cost of travel of officials referred to in paragraph 2 above, from the United Nations offices where they are stationed to the site of the Conference which shall include the transportation expenses, transit expenses, terminal expenses and a baggage allowance 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 officials 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 officials 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.

5. The United Nations shall pay salaries and related allowances of its officials 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 make available at its own cost an official who shall act as a liaison officer between the United Nations and the Government and have the requisite authority, in consultation with the United Nations, for making and carrying out the administrative and personnel arrangements for the Conference as required under 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

number of local staff, in each category and their functions are specified in annex I to this Agreement.

3. The local staff 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 him. 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 bear the cost (which shall include taxes) of suitable hotel accommodation for United Nations staff to be assigned to the Conference as specified in annex I of the Agreement.

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

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 recommended hotels as well as a shuttle service between these hotels and the Conference premises, provided that hotel reservations are made in the hotels recommended by the Government. Arrangements for the local transport of the international staff are specified in annex I of the Agreement.

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

3. The coordination and use of cars, buses and minibuses made available pursuant to this article shall be ensured by transportation dispatchers to be provided by the Government.

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 section A of General Assembly resolution 47/202 of 22 December 1992, bear the actual additional costs directly or indirectly involved in holding the Conference at the Anhembi Convention Centre, rather than at Geneva. Such costs, which are estimated at US\$ 1,046,704 shall include the actual additional costs as indicated in annex II of the Agreement, including 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; compensation for travel time of language staff assigned to the Conference; communications; and the cost of shipping of documents, equipment and supplies from any United Nations office to the Conference premises and return.

2. The Government shall, not later than two weeks after the signing of this Agreement deposit with the United Nations the sum of US\$ 82,100 and thereafter not later than 31 March 2004 the sum of US\$ 964,604 specified in annex II of the Agreement. If the full

deposit does not cover the expenditure, as a result of variations such as inflation, DSA index and air fares, 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 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 October 2004. 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 as specified in paragraph 2 above, 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 accounts shall be subject to any observations which may arise from the audit carried out by the United Nations Board of Auditors, whose determination shall be accepted as final by both the Government and the United Nations.

Article XII. Security

The Government shall provide the airport, hotels and the Conference premises with all the security required to ensure the safety of the persons referred to in article II and the effective functioning of the Conference in an atmosphere of security and tranquillity free from interference of any kind. Such services shall be under the direct supervision and control of a senior official designated by the Government who shall work in close cooperation with a senior official designated by the Secretary-General of the Conference.

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 incurred 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 in respect of any such action, claim or other demand, contemplated in paragraph 1 of this article.

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 of, 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, to which Brazil is a party, shall be applicable 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(h) 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 missions for the United Nations in connection with the Conference, referred to in paragraph 1(i) of article II, shall enjoy the privileges and immunities provided under articles VI and VII of the Convention.

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

3. The 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.

4. The observers from the Specialized Agencies, referred to in paragraph 1(d) of article II, shall enjoy the privileges and immunities provided by the Convention on the Privileges and Immunities of Specialized Agencies, approved by the General Assembly of the United Nations on 21 November 1947 or the Agreement on the Privileges and Immunities of the International Atomic Energy Agency of 1 July 1959, as appropriate.

5. In carrying out their functions for the United Nations, the observers of the organizations institutionally linked to the United Nations, referred to in paragraph 1(d) of article II, shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in connection with their participation in the Conference.

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

7. All persons referred to in article II shall have the right of entry into and exit from Brazil, and no impediment shall be imposed on their transit to and from the Conference area. They shall be granted facilities for speedy travel. Visas and entry permits, where required, shall be granted to all those invited to the Conference free of charge, as speedily as possible and not later than two weeks before the date of the opening of the Conference. If the application for the visa is not made at least two-and-a-half weeks before the opening

of the Conference, the visa shall be granted not later than three days from the receipt of the application.

8. For the purpose 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 7 to 19 June 2004.

9. All persons referred to in article II shall have the right to take out of Brazil at the time of their departure, without any restrictions, any unexpended portions of the funds they brought in to Brazil in connection with the Conference and to reconvert any such funds at the prevailing market rate.

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

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 named by the Government, one to be named 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 60 days of the appointment by the other Party, or if these two arbitrators should fail to agree on the third arbitrator within 60 days of their appointment, the President of the International Court of Justice may make any necessary appointments at the request of either Party. However, any such dispute that involves a question regulated by the Convention on the Privileges and Immunities of the United Nations shall be dealt with in accordance with section 30 of that Convention.

Article XVI. Final provisions

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

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

Done at São Paulo on 9 March 2004 in English and Portuguese.

In case of divergence the English text shall prevail.

For the United Nations:

[*Signed*] RUBENS RICUPERO
Secretary-General of UNCTAD

For the Government of the Federative
Republic of Brazil:

[*Signed*] CELSO AMORIM
Minister of Foreign Affairs

- (c) Exchange of letters constituting an agreement between the United Nations and the Government of the Syrian Arab Republic regarding the hosting of the “Workshop on Environment Statistics in the Countries of the Region of the Economic and Social Commission for Western Asia (ESCWA)”, to be held in Damascus, Syria, from 4 to 8 April 2004.
New York, 14 January 2004 and 18 March 2004.⁶

I

14 January 2004

Excellency,

I have the honour to refer to the arrangements concerning the organization of a workshop entitled “Workshop on Environment Statistics in the Countries of the Region of the Economic and Social Commission for Western Asia (ESCWA)” (hereinafter referred to as “the Workshop”). The Workshop will be organized by the United Nations represented by the Department of Economic and Social Affairs (hereinafter referred to as “the United Nations”) and the Government of the Syrian Arab Republic represented by Central Bureau of Statistics (hereinafter referred to as “the Government”). With the present letter, I wish to obtain your Government’s acceptance of the following:

1. The Workshop will be attended by the following participants:
 - (a) up to 30 regional participants, from the ESCWA countries selected by the United Nations;
 - (b) local government officials selected by the Government;
 - (c) three officials from the United Nations and one official from ESCWA;
 - (d) three consultants selected by the United Nations; and
 - (e) other participants, invited as observers by the United Nations and the Government, including representatives from the United Nations system.
2. The total number of participants will be approximately 50. The list of participants will be determined by the United Nations in consultation with the Government prior to the holding of the Workshop.
3. The Workshop will be conducted in Arabic, with simultaneous interpretation into English.
4. The United Nations will be responsible for:

⁶ Entered into force on 18 March 2004, in accordance with the provisions of the letters.

- (a) the invitations as well as the selection of national participants from ESCWA countries and participants from other international organizations;
- (b) the cost of interpretation;
- (c) organizing the Workshop and the preparation of the appropriate documentation and the cost of document production in Arabic; and
- (d) administrative arrangements and costs relating to the issuance of airline tickets and the payment of subsistence allowance for the participants specified in sub-paragraphs 1 a), 1 c) and 1 d).

5. The Government will be responsible for:

- (a) meeting facilities for the Workshop;
- (b) local counterpart staff to assist with the planning and any necessary administrative and substantive support before, during and after the Workshop;
- (c) any costs related to the participation of national participants specified in sub-paragraph 1 b);
- (d) any necessary office supplies and equipment, including stationery, personal computers, typewriters and photocopiers; and
- (e) other local logistics and organizational services in support of the Workshop including hotel and transportation arrangements.

6. The Workshop will be held in Damascus, Syria from the 4th to the 8th of April 2004 at the offices of the Central Bureau of Statistics. All facilities will be arranged by the Government in consultation with the United Nations.

7. The cost of transportation and daily subsistence allowance for observers, as specified in sub-paragraph 1 e) above, will be the responsibility of their organizations.

8. As the Workshop will be convened by the United Nations, I wish to propose that the following terms shall apply:

(a) The Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly on 13 February 1946 ("the Convention"), to which the Government is a party, shall be applicable in respect of the Workshop.

(b) The participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by Articles VI and VII of the Convention. Officials of the United Nations participating in or performing functions in connection with the Workshop shall enjoy the privileges and immunities provided under articles V and VII of the Convention. Officials of the specialized agencies participating in the Workshop shall be accorded the privileges and immunities provided under Articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly on 21 November 1947, to which the Government is a party.

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

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

(e) All participants and all persons performing functions in connection with the Workshop shall have the right of unimpeded entry into and exit from the Syrian Arab Republic. Visas and entry permits, where required, shall be granted free of charge and as speedily as possible. When applications are made four weeks before the opening of the Workshop, visas shall be granted not later than two weeks before the opening of the Workshop. If the application is made less than four weeks before the opening, visas shall be granted as speedily as possible and not later than three days before the opening. Arrangements shall also be made to ensure that visas for the duration of the Workshop are delivered at the airport of arrival to those who are unable to obtain them prior to their arrival. Exit permits, where required, shall be granted free of charge, as speedily as possible and in any case not later than three days before the closing of the Workshop.

9. The Government shall furnish such police protection as is required to ensure the effective functioning of the Workshop 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 officer provided by the government, this officer shall work in close co-operation with a designated senior official of the United Nations.

10. It is further understood that the Government shall be responsible for dealing with any action, claim or other demand against the United Nations or its officials arising out of:

(a) Injury to persons or damage to or loss of property in conference or office premises provided for the Workshop;

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

(c) The employment for the Workshop of personnel provided or arranged for by the Government.

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

11. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provisions of the Convention that is regulated by Section 30 of the Convention, shall, unless the parties otherwise agree, be resolved by negotiations or any other agreed mode of settlement. Any such dispute that is not settled by negotiation or any other agreed mode of settlement shall be submitted at the request of either party of a final decision to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government and the third, who shall be the Chairman, by the other two arbitrators. If either party does not appoint an arbitrator within three months of the other party having notified the name of its arbitrator, or if the first two arbitrators do not within three months of the appointment or nomination of the second one of them appoint the Chairman, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the tribunal shall adopt its

own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.

I further propose that upon receipt of your Government's confirmation in writing of the above, this exchange of letters shall constitute an Agreement between the United Nations and the Government of the Syrian Arab Republic regarding the hosting of the Workshop, which shall enter into force on the date of your reply and shall remain in force for the duration of the Workshop and for such additional period as is necessary for the completion of its work and for the resolution of any matters arising out of the Agreement.

Accept, Excellency, the assurances of my highest consideration.

Yours sincerely,

[Signed] JOSÉ ANTONIO OCAMPO
Under-Secretary-General
Department of Economic and Social Affairs

H.E. Mr. Fayssal Mekdad
Ambassador Extraordinary and Plenipotentiary
Permanent Representative of the Syrian Arab Republic
to the United Nations
New York, N.Y.

II

18 March 2004

Excellency,

I have the honour to refer to your letter ref. DESA/04/008 dated 14 January 2004 relating to the proposed arrangements for the hosting of the "Workshop on Environment Statistics in the Countries of the Region of the Economic and Social Commission for Western Asia (ESCWA)" to be held in Damascus, Syria, from 4-8 April 2004.

In reply, I have the honour to confirm that the terms of proposal are acceptable to the Government of the Syrian Arab Republic.

Consequently, your letter and this reply shall constitute an Agreement between the United Nations and the Government of the Syrian Arab Republic, which shall enter into force on today's date and shall remain in force for the duration of the workshop, and for such additional period as is necessary for its preparation and for all matters relating to any of its provisions to be settled.

Accept, Excellency, the assurances of my highest consideration.

[Signed] DR. FAYSSAL MEKDAL
Ambassador
Permanent Representative

H.E. Mr. José Antonio Ocampo
Under Secretary-General
Department of Economic And Social Affairs
New York

(d) Exchange of letters constituting an agreement between the United Nations and the Government of the Islamic Republic of Iran regarding the hosting of the United Nations/Islamic Republic of Iran Regional Workshop on the Use of Space Technology for Environmental Security, Disaster Rehabilitation and Sustainable Development hosted by the Government of the Islamic Republic of Iran, to be held in Tehran, Islamic Republic of Iran from 8 to 12 May 2004. Vienna, 26 April 2004 and 3 May 2004.⁷

I

26 April 2004

Excellency,

United Nations/Islamic Republic of Iran Regional Workshop on the Use of Space Technology for Environmental Security, Disaster Rehabilitation and Sustainable Development hosted by the Government of the Islamic Republic of Iran, to be held in Tehran, Islamic Republic of Iran from 8 to 12 May 2004

I wish to take this opportunity to express the gratitude of the United Nations, through Your Excellency, to your Government for its decision to host the above-referenced Workshop. The Workshop will provide a unique opportunity for bringing together experts, decision-makers and practitioners to share experience and knowledge with the aim of defining actions and follow-up activities that are required to facilitate the increased use of space technologies within the region. The United Nations Programme on Space Applications, through regional workshops, expert meetings, pilot projects and training opportunities, has been implementing a “Space Technology and Disaster Management Programme” and a “Natural Resources Management and Environmental Monitoring Programme” to support developing countries in incorporating space-based solutions for solving environmental and disaster-related issues. The above Workshop, to be jointly organised with the Iranian Remote Sensing Center and the European Space Agency, will further corroborate the premise that space technologies indeed do have a contribution to make, providing significant and unique solutions specifically in the area of environmental security, disaster rehabilitation and sustainable development.

On behalf of the United Nations, I would be most grateful to receive your Government’s acceptance of the following arrangements for the Workshop:

A. *The United Nations*

1. The United Nations shall provide round trip international air travel in accordance with United Nations rules and procedures, to Tehran, Islamic Republic of Iran for up to 25

⁷ Entered into force on 3 May 2004, in accordance with the provisions of the letters.

participants among nominees from developing countries that are invited to participate in the Workshop by the United Nations.

2. The cost of travel and per diem of up to two staff members of the Office for Outer Space Affairs of the United Nations Secretariat shall be borne by the United Nations.

3. The cost of travel and per diem of representatives of the United Nations system shall be borne by the concerned organizations.

B. Language and participation

1. The total number of participants will be limited to 80 (including 30 Iranian participants).

2. The official language of the Workshop will be English.

C. The Government

1. The Government will act as host to the Workshop, which will be held at Tehran.

2. The Government will also designate an official representing the Iranian Space Agency to act as liaison officer between the United Nations and the Government for making the necessary arrangements concerning the contributions described in the following paragraph.

3. The Government will provide and defray the costs of:

(a) room and board for 11 participants from developing countries;

(b) appropriate premises and equipment (including duplication facilities and consumables) for holding the Workshop;

(c) appropriate premises for the offices and for the other working areas of the United Nations Secretariat staff responsible for the Workshop, the liaison officer and the local personnel mentioned below;

(d) adequate furniture and equipment for the premises referred to in (b) and (c) above to be installed prior to the start of the Workshop and maintained in good repair by appropriate personnel for the duration of the Workshop;

(e) amplification and audio-visual projection equipment as may be necessary and technicians to operate them for the Workshop;

(f) the local administrative personnel required for the proper conduct of the Workshop, including reproduction and distribution of presented papers and other documents in connection with the Workshop;

(g) communication facilities (facsimile, telephone) for official use in connection with the Workshop, office supplies and equipment for the conduct of the Workshop;

(h) customs clearance and transportation between the port of entry and the location of the Workshop for any equipment required in connection with the Workshop;

(i) all official transportation within the Islamic Republic of Iran for all participants in the Workshop;

(j) local transportation, including airport reception during arrival and departure for all participants at the Workshop;

(k) local transportation for the United Nations staff responsible for the Workshop for official purposes during the Workshop;

(l) arrangements of adequate accommodations in hotels at reasonable commercial rates for persons other than those identified in (a) above, who are participating in, attending or servicing the Workshop, at the expense of these same persons;

(m) the services of a travel agency to confirm or make new bookings for the departure of participants upon the conclusion of the Workshop;

(n) medical facilities for first aid in emergencies within the area of the Workshop. For serious emergencies, the Government shall ensure immediate transportation and admission to a hospital; and

(o) security protection as may be required to ensure the well being of all participants in the Workshop and the efficient functioning of the Workshop free from interference of any kind.

D. *Privileges and immunities*

I further wish to propose that the following terms shall apply to the Workshop:

1. (a) The Convention on the Privileges and Immunities of the United Nations (1946) acceded to by the Islamic Republic of Iran on 8 May 1947 shall be applicable in respect of the Workshop. The participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations under Article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the Workshop shall enjoy the privileges and immunities provided under Articles V and VII of the Convention. Officials of the Specialized Agencies participating in the Workshop shall be accorded the privileges and immunities provided under Articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies (1947).

(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 Workshop shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Workshop.

(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 Workshop.

2. All participants and all persons performing functions in connection with the Workshop shall have the right of unimpeded entry into and exit from Islamic Republic of Iran. Visas and entry permits, where required, shall be granted free of charge. When applications are made four weeks before the opening of the Workshop, visas shall be granted not later than two weeks before the opening of the Workshop. If the application is made less than four weeks before the opening, visas shall be granted as speedily as possible and not later than three days before the opening.

3. It is further understood that your Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of:

(i) Injury or damage to person or property in conference or office premises provided for the Workshop;

- (ii) The transportation provided by your Government;
- (iii) The employment for the Workshop of personnel provided or arranged by your Government; and your Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or other demand.

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

I further propose that upon receipt of your confirmation in writing of the above terms, this exchange of letters shall constitute an Agreement between the United Nations and the Government of Islamic Republic of Iran regarding the hosting of the Workshop, which shall enter into force on the date of your reply and shall remain in force for the duration of the Workshop and for such additional period as is necessary for the completion of its work and for the resolution of any matters arising out of the Agreement.

Accept, Excellency, the assurances of my highest consideration.

[Signed] ANTONIO MARIA COSTA
Director-General,
United Nations Office at Vienna

H. E. Mr. Pirooz Hosseini
Ambassador Extraordinary and Plenipotentiary
Permanent Mission of the Islamic Republic
of Iran to the United Nations (Vienna)

II

Vienna, 3 May, 2004

Dear Mr. Costa,

In response to your letter dated April 26, 2004 concerning the arrangements for the "Regional Workshop on the Use of Space Technology for Environmental Security, Disaster Rehabilitation and Sustainable Development" to be held in Tehran, Iran, from 8 to 12 May

2004, I have the honor to express our agreement with the terms proposed in your letter for the workshop, within the specifications referred to in the Verbal Note dated April 8, 2004 (Ref: 345-1-3/108) of this Mission. Accordingly, your letter and this letter shall constitute an Agreement between the two sides, to enter into force on the date of receipt of this letter. However, those terms and the exchange of letters shall be without prejudice to future agreements/arrangements with the United Nations and/or its specialized agencies for similar events.

I am also delighted to assert that the Government of Iran is pleased for the mode of cooperation and support by your colleagues in the UN Office for Outer Space Affairs, and therefore wishes to express its appreciation in this respect.

At the end, I would like to avail myself of this opportunity to renew to you and all of your colleagues the assurances of my highest consideration.

[Signed] PIROOZ HOSSEINI
Ambassador and Permanent Representative

Mr. Antonio Maria Costa
Director-General
United Nations Office at Vienna

**(e) Exchange of letters constituting an agreement between the United Nations and the Government of the Republic of Croatia on “Arrangements between the United Nations and the Government of the Republic of Croatia regarding the meeting of the parties to the Convention on Environmental Impact Assessment in a Transboundary Context and the Meeting of Signatories to the Protocol on Strategic Environmental Assessment, to be held in Cavtat, from 1 to 4 June 2004”.
Geneva, 25 March 2004 and 10 May 2004.^{8 9}**

I

25 March 2004

Excellency,

I have the honour to give you below the text of arrangements between the United Nations and the Government of Croatia (hereinafter referred to as “the Government”) in connection with the Meeting of the Parties to the Convention on Environmental Impact Assessment in a Transboundary Context and the Meeting of Signatories to the Protocol on Strategic Environmental Assessment, to be held, at the invitation of the Government, in Cavtat from 1 to 4 June 2004.

Arrangements between the United Nations and the Government of Croatia regarding the meeting of the parties to the Convention on environmental impact assessment in

⁸ Entered into force on 10 May 2004, in accordance with the provisions of the letters.

⁹ The annex is not published herein.

a transboundary context and the meeting of the signatories to the Protocol on strategic environmental assessment, to be held in Cavtat, from 1 to 4 June 2004.

1. Participants in the Meetings 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. The supplementary expenses arising directly or indirectly from the Meeting, namely air tickets, economy class, Geneva-Cavtat-Geneva, and subsistence allowance for the United Nations personnel servicing the Meeting, as well as vouchers for air freight or excess baggage for documents and records, will be paid by the Trust Fund for the Convention.

3. The Government will provide for the Meetings adequate facilities including personnel resources, space and office supplies.

4. The Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of (i) injury to person or damage to property in conference or office premises provided for the Meetings; (ii) the transportation provided by the Government; and (iii) the employment for the Meetings 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 Croatia is a party, shall be applicable to the Meetings, 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 Meetings 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 Meetings shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Meetings;

(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 Meetings;

(d) All participants and all persons performing functions in connection with the Meetings shall have the right of unimpeded entry into and exit from Croatia. 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 Meetings by the Government shall be the Meeting Area which will constitute United Nations Premises within the meaning of Article II, Section 3, of the Convention of 13 February 1946.

7. The Government shall notify the local authorities of the convening of the Meetings 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 Croatia which shall enter into force on the date of your reply and shall remain in force for the duration of the Meetings and for such additional period as is necessary for their preparation and winding up.

Accept, Excellency, the assurances of my highest consideration.

[Signed] SERGEI ORDZHONIKIDZE

His Excellency
Ambassador Gordan Markotić
Permanent Representative of Croatia
to the Office of the United Nations and
other international organizations at Geneva

II

Geneva, 10 May 2004

Excellency,

I have the honour to confirm the receipt of your letter dated 25 March 2004 by which you have proposed the text of Arrangements between the United Nations and the Government of the Republic of Croatia regarding the meeting of the parties to the Convention on Environmental Impact Assessment in a Transboundary Context and the meeting of signatories to the Protocol on Strategic Environmental Assessment, to be held in Cavtat, from 1 to 4 June 2004, which reads as follows:

[See letter I]

I have the honour to inform you that the Government of the Republic of Croatia accepts the proposal contained in your letter of 25 March 2004 and agrees that the said

letter and this reply constitute the Arrangements between the United Nations and the Government of the Republic of Croatia regarding the meeting of the parties to the Convention on Environmental Impact Assessment in a Transboundary Context and the meeting of signatories to the Protocol on Strategic Environmental Assessment, to be held in Cavtat, from 1 to 4 June 2004, which shall enter into force for the duration of the Meetings and for such additional periods as is necessary for their preparation and winding up.

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

[Signed] AMBASSADOR GORDAN MARKOTIĆ
Permanent Representative of the Republic of Croatia
to the United Nations Office at Geneva

His Excellency Sergei Ordzhonikidze
Director-General to the
United Nations Office at Geneva

**(f) Agreement between the United Nations and the Government of Haiti
concerning the status of the United Nations Operation in Haiti.
Port-au-Prince, 9 July 2004.¹⁰**

I. Definitions

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

(a) “MINUSTAH” means the United Nations Stabilization Mission in Haiti, established in accordance with Security Council resolution 1542 (2004) dated 30 April 2004 with the mandate described in the above mentioned resolution based on the recommendations contained in the Secretary General’s report of 16 April 2004 (S/2004/300);

MINUSTAH 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 MINUSTAH to whom he or she 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 MINUSTAH;
- (iii) A “military component” consisting of military and civilian personnel made available to MINUSTAH by participating States at the request of the Secretary-General;

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

¹⁰ Entered into force on 9 July 2004, in accordance with article XI.

(c) “The Government” means the Government of Haiti;

(d) “The territory” means the territory of Haiti;

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

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

(g) “Contractors” means persons, other than members of MINUSTAH, 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 MINUSTAH 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 MINUSTAH and contractors in support of MINUSTAH activities;

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

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

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 MINUSTAH or any member thereof or to contractors apply throughout the territory of Haiti.

III. Application of the Convention

3. MINUSTAH, 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.

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

IV. Status of MINUSTAH

5. MINUSTAH and its members shall refrain from any action or activity incompatible with the impartial and international nature of their duties or inconsistent with the spirit of the present Agreement. They shall respect all 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 MINUSTAH and its international status:

(a) The United Nations shall ensure that MINUSTAH shall conduct its operation in Haiti 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 for the Protection of Cultural Property in the Event of Armed Conflict;

(b) The Government undertakes to treat at all times the military personnel of MINUSTAH 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 August 1949 and their Additional Protocols of 8 June 1977.

MINUSTAH shall ensure that the members of its 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 MINUSTAH.

United Nations flag, markings and identification

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

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

Communications

10. MINUSTAH shall enjoy the facilities in respect of communications provided for 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 tasks. 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) MINUSTAH shall have the right to install and operate United Nations radio stations to disseminate information relating to its mandate. It shall also have the right to install and operate radio sending and receiving stations and satellite systems to connect appropriate points within the territory with each other and with United Nations offices in other countries, and to exchange telephone, voice, facsimile and other electronic data with the United Nations global telecommunications network. The United Nations radio stations and telecommunication services shall be operated in accordance with the International Telecommunication Convention and Radio Regulations and the frequencies on which any such station may be operated shall be assigned by the Government without delay;

(b) MINUSTAH shall enjoy, within the territory of Haiti, the right to unrestricted communication by radio (including satellite, mobile and hand held radio), telephone, elec-

tronic mail, facsimile or any other means, and of establishing the necessary facilities for maintaining such communications within and between premises of MINUSTAH, including the laying of cables and landlines and the establishment of fixed and mobile radio sending, receiving and repeater stations. The radio frequencies utilized shall be established in cooperation with the Government and shall be assigned without delay. 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, and that the use of that system shall be charged at the most favourable rate;

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

Travel and transport

12. MINUSTAH and its members as well as its contractors shall enjoy, together with vehicles, including vehicles of contractors used exclusively in the performance of their services for MINUSTAH, vessels, aircraft and equipment, freedom of movement without delay throughout Haiti. That freedom shall, with respect to large movements of personnel, equipment, vehicles or aircraft through airports or on railways or roads used for general traffic within Haiti, be coordinated with the Government. The Government undertakes to supply MINUSTAH, where necessary, with maps and other information, including dangers and impediments, which may be useful in facilitating its movements.

13. MINUSTAH vehicles shall not be subject to Haitian registration or licensing but shall carry third-party insurance.

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

Privileges and immunities of MINUSTAH

15. MINUSTAH, 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 MINUSTAH shall also apply to the property, funds and assets of participating States used in connection with the national contingents serving in MINUSTAH, as provided for in paragraph 4 of the present Agreement. The Government recognizes the right of MINUSTAH 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 MINUSTAH 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 members of MINUSTAH, 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 the commissaries and the sale or resale of such goods to persons other than members of MINUSTAH, and he or she 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 MINUSTAH 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, and 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 Haiti 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 MINUSTAH and the Government.

V. *Facilities for MINUSTAH and its contractors*

Premises required for the operational and administrative activities of MINUSTAH

16. The Government shall provide without cost to MINUSTAH 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 MINUSTAH. Without prejudice, all such premises shall be inviolable and subject to the exclusive control and authority of the United Nations. The Government shall guarantee unimpeded access to such premises.

17. The Government undertakes to assist MINUSTAH as far as possible in obtaining, or to make available, where applicable, water, electricity and other necessary 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 MINUSTAH as to essential government services. Where such utilities or facilities are not provided free of charge, payment shall be made by MINUSTAH on terms to be agreed with the competent authority. MINUSTAH shall be responsible for the maintenance and upkeep of facilities so provided.

18. MINUSTAH 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 persons who are not members of MINUSTAH 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, materials and other goods exclusively used in support of MINUSTAH, including in respect of importation or exportation by contractors, free of any restrictions and without the payment of duties, charges or taxes including value-added tax on purchases.

21. The Government undertakes to assist MINUSTAH as far as possible in obtaining from local sources equipment, provisions, supplies, fuel, materials and other goods and services for its subsistence and operations. In respect of equipment, provisions, supplies, materials and other goods and services purchased locally by MINUSTAH or by contractors for the official and exclusive use of MINUSTAH, the Government shall make appropriate administrative arrangements for reimbursement of or relieve from any duty or tax included in the purchase price. The Government shall exempt MINUSTAH and its contractors from general sales taxes on all local purchases for official use. In making purchases on the local market, MINUSTAH shall, on the basis of observations made and information provided by the Government in that respect, avoid any adverse effect on the local economy.

22. For the proper performance of the services provided by contractors, other than Haitian nationals resident in Haiti, in support of MINUSTAH, the Government agrees to provide contractors with facilities concerning their entry into and departure from Haiti 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 Haitian nationals resident in Haiti, shall be accorded exemption from taxes on the services provided to MINUSTAH, including corporate, income, social security and other similar taxes arising directly from the provision of such services.

23. MINUSTAH 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. MINUSTAH 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 MINUSTAH and to accelerate the process of such recruitment.

Currency

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

*VI. Status of the members of MINUSTAH**Privileges and immunities*

26. The Special Representative, the Commander of the military component of MINUSTAH 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 MINUSTAH, 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. Civilian police and civilian personnel other than United Nations officials whose names are for that purpose notified to the Government by the Special Representative shall be considered to be experts on mission within the meaning of article VI of the Convention.

29. Military personnel of national contingents assigned to the military component of MINUSTAH 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 MINUSTAH 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 MINUSTAH shall be exempt from taxation on the pay and emoluments received from the United Nations or from a participating State and on any income received from outside Haiti. 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 MINUSTAH shall have the right to import free of duty their personal effects in connection with their arrival in and their departure from Haiti. They shall be subject to the laws and regulations governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in Haiti with MINUSTAH. Special facilities will be granted by the Government for the speedy processing of entry and exit formalities for all members of MINUSTAH, including the military component, upon prior written notification. On departure from Haiti, members of MINUSTAH 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 MINUSTAH.

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

Entry, residence and departure

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

35. The Government undertakes to facilitate the entry into and departure from Haiti of the Special Representative and members of MINUSTAH and shall be kept informed of such movement. For that purpose, the Special Representative and members of MINUSTAH 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 Haiti. They shall also be exempt from any regulations governing the residence of aliens in Haiti, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in Haiti.

36. For the purpose of such entry or departure, members of MINUSTAH 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 aforementioned identity card.

Identification

37. The Special Representative shall issue to each member of MINUSTAH before or as soon as possible after such member's first entry into Haiti, 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 MINUSTAH.

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

Uniforms and arms

39. United Nations military personnel and civilian police of MINUSTAH shall wear, while performing official duties, the uniform of their respective countries of origin 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 MINUSTAH may be authorized by the Special Representative at other times. Military personnel and civilian police of MINUSTAH and United Nations Security Officers designated by the Special Representative may possess and carry arms while on official duty in accordance with their orders. Those carrying weapons while on official duty other than those undertaking close protection duties must be in uniform at that time.

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 MINUSTAH,

including locally recruited personnel, of any MINUSTAH vehicles and for the practice of any profession or occupation in connection with the functioning of MINUSTAH, 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 MINUSTAH. 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 MINUSTAH for the carrying or use of firearms or ammunition in connection with the functioning of MINUSTAH.

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 MINUSTAH, as well as locally recruited personnel. To this end personnel designated by the Special Representative shall police the premises of MINUSTAH 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 insofar as such employment is necessary to maintain discipline and order among members of MINUSTAH.

44. The military police of MINUSTAH shall have the power of arrest over the military members of MINUSTAH. 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 MINUSTAH. Such other persons shall be delivered immediately to the nearest appropriate official of the Government so that the offence or disturbance on such premises may be dealt with.

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

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

(b) When such member of MINUSTAH is apprehended in the commission or attempted commission of a criminal offence. Such person shall be delivered immediately, together with any weapons or other items seized, to the nearest appropriate representative of MINUSTAH, 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), MINUSTAH or the Government, as the case may be, may conduct a preliminary interrogation but may not delay the transfer of custody. Following such transfer, the person concerned shall, upon request to the arresting authority, be made available for further interrogation.

47. MINUSTAH 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, 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 on 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.

Safety and security

48. The Government shall ensure that the provisions of the Convention on the Safety of United Nations and Associated Personnel are applied to and in respect of MINUSTAH, its property, assets and members. In particular:

(i) The Government shall take all appropriate measures to ensure the safety and security of members of MINUSTAH. In particular, it shall take all appropriate steps to protect members of MINUSTAH, their equipment and premises from attack or any action that prevents them from discharging their mandate. This is without prejudice to the fact that all premises of MINUSTAH are inviolable and subject to the exclusive control and authority of the United Nations;

(ii) If members of MINUSTAH are captured or detained in the course of the performance of their duties and their identity has been established, they shall not be subjected to interrogation and they shall be promptly released and returned to United Nations or other appropriate authorities. Pending their release, such personnel shall be treated in accordance with universally recognized standards of human rights and the principles and spirit of the Geneva Conventions of 1949;

(iii) The Government shall establish the following acts as crimes under its national law and make them punishable by appropriate penalties taking into account their grave nature:

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

(iv) The Government shall establish its jurisdiction over the crimes set out in paragraph 48 (iii) above:

- (a) When the crime was committed in its territory;
- (b) When the alleged offender is one of its nationals;

(c) When the alleged offender, other than a member of MINUSTAH, is present in its territory, unless it has extradited such person to the State on whose territory the crime was committed, or to the State of his or her nationality, or to the State of his or her habitual residence if he or she is a stateless person, or to the State of the nationality of the victim;

(v) The Government shall ensure the prosecution without exception and without delay of persons accused of acts described in paragraph 48 (iii) above who are present within its territory (if the Government does not extradite them) as well as those persons subject to its criminal jurisdiction who are accused of other acts in relation to MINUSTAH 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.

49. Upon the request of the Special Representative, the Government shall provide any security necessary to protect MINUSTAH, its property and members during the exercise of their functions.

Jurisdiction

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

51. Should the Government consider that any member of MINUSTAH 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 for in paragraph 57 of the present Agreement;

(b) Military members of the military component of MINUSTAH 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 Haiti.

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

(a) If the Special Representative certifies that the proceeding is related to official duties, such proceeding shall be discontinued and the provisions of paragraph 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 MINUSTAH is unable because of official duties or authorized absence to protect his or her interests in the proceeding, the court shall at the defendant's request suspend the

proceeding until the elimination of the disability, but for no more than 90 days. Property of a member of MINUSTAH that is certified by the Special Representative to be needed by the defendant for the fulfilment of his or her official duties shall be free from seizure for the satisfaction of a judgement, decision or order. The personal liberty of a member of MINUSTAH 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 MINUSTAH who dies in Haiti, as well as that member's personal property located within Haiti, 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 MINUSTAH, except for those arising from operational necessity, which cannot be settled through the internal procedures of the United Nations, shall be settled by the United Nations in the manner provided for in paragraph 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 or she had discovered the loss or injury, but in any event not later than one year after the termination of the mandate of MINUSTAH. Upon determination of liability as provided for in the present 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 MINUSTAH, to which MINUSTAH or any member thereof is a party and over which the courts of Haiti 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 by the two parties within 30 days of the appointment of the first member of the commission, the President of the International Court of Justice may, at the request of either party, appoint the chairman. Any vacancy on the commission shall be filled by the same method prescribed for the original appointment, provided that the 30-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 30 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 MINUSTAH, the Special Representative or the Secretary General of the United Nations shall use his or her 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. Disputes between MINUSTAH 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 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 set out in 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/the Force 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 MINUSTAH and to the facilities Haiti undertakes to provide to MINUSTAH, the Government shall have the ultimate responsibility for the implementation and fulfillment 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 MINUSTAH, except that:

(a) The provisions of paragraphs 50, 57 and 58 shall remain in force;

(b) The provisions of paragraphs 54 and 55 shall remain in force until all claims made in accordance with the provisions of paragraph 54 have been settled.

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

Done at Port-au-Prince on 9 July 2004.

For the United Nations:
[Signed] ADAMA GUINDO
MINUSTAH

For the Government of Haiti:
[Signed] GERARD LATORTUE
Prime Minister

(g) Agreement between the United Nations and the Government of Sudan concerning the activities of the United Nations Mission in Sudan. New York, 6 August 2004.¹¹

Whereas the Security Council, by its Presidential Statement of 10 October 2003 (S/PRST/2003/16), requested the Secretary-General to initiate preparatory work on how the United Nations could best fully support the implementation of a comprehensive peace agreement between the Government of Sudan and the Sudan People's Liberation Movement/Army (SPLM/A);

Whereas the Secretary-General, in his report of 3 June 2004 (S/2004/453), proposed to establish, under the authority of a Special Representative, a United Nations advance team in order to make preparations for a future United Nations monitoring and observation operation in Sudan to assist in the implementation of a comprehensive peace agreement between the Government of Sudan and the Sudan People's Liberation Movement/Army (SPLM/A);

Whereas that report indicated that the Secretary-General would initiate consultations on a draft agreement with the Government of Sudan and the SPLM/A as soon as the Security Council had taken the decision to authorize the establishment of the advance team, such agreement to provide in principle for the application of the 1946 Convention on the Privileges and Immunities of the United Nations and, in accordance with General Assembly and Security Council resolutions on peacekeeping and related operations, to include relevant provisions of the model status-of-forces agreement (A/45/594) and the Convention on the Safety of United Nations and Associated Personnel;

Whereas the Government of Sudan and the Sudan People's Liberation Movement/Army (SPLM/A) concluded on 5 June 2004 the Nairobi Declaration in which they confirmed their agreement to the six protocols signed between them, including the Agreement on Security Arrangements during the interim period dated 25th September 2003 ("the Naivasha Agreement") and reconfirmed their commitment to completing the remaining stages of the negotiations and peace process;

Whereas, by resolution 1547 (2004) of 11 June 2004, the Security Council welcomed the report of the Secretary-General and his proposal to establish, for an initial period of three months and under the authority of an SRSG, a United Nations advance team in Sudan as a special political mission, dedicated to the preparation of the international monitoring foreseen in the 25 September 2003 Naivasha Agreement on Security Arrangements, to facilitate contacts with the parties concerned and to prepare for the introduction of a peace support operation following the signing of a Comprehensive Peace Agreement;

Whereas the Security Council, by its resolution 1547 (2004), endorsed the Secretary-General's proposals for the staffing of the advance team and requested in this regard the Secretary-General to conclude all necessary agreements with the Government of Sudan as expeditiously as possible;

Whereas the Security Council, by its resolution 1547 (2004), declared its readiness to consider establishing a United Nations peace support operation to support the implementation of a Comprehensive Peace Agreement, and requested the Secretary-General to sub-

¹¹ Entered into force on 6 August 2004, in accordance with article X.

mit to the Council recommendations for the size, structure and mandate of this operation, as soon as possible after the signing of a Comprehensive Peace Agreement.

Whereas the Security Council, by its resolution 1547 (2004), requested the Secretary-General, pending signature of a Comprehensive Peace Agreement, to take the necessary preparatory steps, including, in particular, pre-positioning the most critical logistical and personnel requirements to facilitate the rapid deployment of the above-mentioned possible operation principally to assist the parties in monitoring and verifying compliance with the terms of a Comprehensive Peace Agreement as well as to prepare for the Organization's role during the transitional period in Sudan.

Whereas the Government of Sudan has the primary responsibility under international law for the security and protection of United Nations and its associated personnel in Sudan;

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

Article I. Privileges and immunities

1. In order to facilitate the activities of the United Nations advance team in Sudan (hereinafter "the UN Mission"), the Government of Sudan (hereinafter "the Government") shall, consistently with Article 105 of the Charter of the United Nations, extend to the UN Mission, as an organ of the United Nations, its property, funds and assets and its members listed in paragraphs 2 (a), (b) and (c) below the privileges and immunities provided for in the 1946 Convention on the Privileges and Immunities of the United Nations (hereinafter "the Convention"), to which the Government is a Party. Additional facilities as provided herein are also required for contractors and their employees engaged by the United Nations to perform services exclusively for the UN Mission or to supply exclusively to the UN Mission equipment, provisions, supplies, materials and other goods (hereinafter "United Nations contractors").

2. The Government shall extend to:

(a) the Special Representative of the Secretary-General (hereinafter the "SRSG") and other high-ranking members of the UN Mission whose names shall be communicated to the Government the privileges and immunities, exemptions and facilities which are enjoyed by diplomatic envoys in accordance with international law;

(b) the officials of the United Nations assigned to serve with the UN Mission, the privileges and immunities to which they are entitled under Articles V and VII of the Convention. Locally recruited members of the UN Mission shall enjoy the immunities concerning official acts and the exemption from taxation and immunity from national service obligations provided for in section 18 (a), (b) and (c) of the Convention;

(c) other persons assigned to perform missions for the UN Mission, including military liaison officers, the privileges and immunities accorded to experts performing missions for the United Nations under Article VI and section 26 of Article VII of the Convention.

3. The members of the UN Mission listed in paragraph 2 above, 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 or for the UN Mission.

4. The members of the UN Mission listed in paragraph 2 above, including locally recruited personnel, shall be exempt from taxation on pay and emoluments received from the United Nations, as well as from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges. On departure from Sudan, members of the UN Mission may take with them such funds as the SRSG certifies were received in pay and emoluments from the United Nations and are a reasonable residue thereof.

5. United Nations contractors, other than local contractors, shall be accorded repatriation facilities in time of crisis and exemption from taxes and monetary contributions in Sudan on services, equipment, provisions, supplies, materials and other goods provided to the UN Mission, including corporate, income, social security and other similar taxes arising directly from or related directly to the provision of such services or goods.

6. The privileges and immunities necessary for the fulfillment of the functions of the UN Mission also include:

(i) entry and exit, without delay or hindrance, of its members and United Nations contractors and of the property, equipment, provisions, supplies, materials and other goods, including spare parts and means of transport, of the UN Mission and United Nations contractors. Members of the UN Mission 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 and departing from Sudan and shall be exempt from any regulations governing the residence of aliens, including registration. For the purpose of such entry and departure, members of the UN Mission shall only be required to have a personal numbered identity card issued by the SRSG, which shall show the holder's full name, date of birth, job title and photograph, except in the case of first entry, when the United Nations laissez-passer, national passport or personal identity card issued by the United Nations shall be accepted in lieu of the said identity card. The Government shall promptly issue to United Nations contractors, free of charge and without any restrictions and within 48 hours of application, all necessary visas, licenses or permits;

(ii) full and unrestricted freedom of movement throughout the country by the most direct route possible of its members and United Nations contractors and of property, equipment and means of transport of the UN Mission and United Nations contractors without the need for travel permits or prior authorisation or notification, except in the case of movements by air, which will comply with the customary procedural requirements for flight planning and operations within the airspace of Sudan as promulgated and specifically notified to the UN Mission by the Civil Aviation Authority of Sudan. The UN Mission, its members, United Nations contractors and the vehicles, vessels and aircraft of the UN Mission and United Nations contractors shall use roads, bridges, rivers, canals and other waters, port facilities and airfields without the payment of any form of monetary contributions, dues, tolls, landing fees, user fees, parking fees, overflight fees, port fees and charges, including wharfage charges. However, exemption from charges which are in fact charges for services rendered will not be claimed, it being understood that such charges shall be charged at the most favourable rates;

(iii) the right to import by the most convenient and direct route by sea, land or air and to clear ex customs and excise warehouse at locations in Sudan convenient for the UN Mission, free of duty, taxes, fees and charges and free of other prohibitions and restrictions, equipment, provisions, supplies, materials and other goods, including spare parts and means of transport, which are for the exclusive and official use of the UN Mission. For this purpose, the Government agrees expeditiously to establish, at the request of the UN Mission, temporary customs clearance facilities for the UN Mission at locations in Sudan not previously designated as official ports of entry for Sudan;

(iv) the right to re-export or otherwise dispose of property and equipment, as far as it is still usable, all unconsumed provisions, supplies materials and other goods so imported or cleared ex customs and excise warehouse which are not transferred, or otherwise disposed of, on terms and conditions to be agreed upon with the Government or an entity nominated by the Government;

(v) prompt issuance by the Government, upon presentation by the UN Mission of a bill of lading, airway bill, cargo manifest or packing list, of all necessary authorizations, permits and licenses for the importation or purchase of equipment, provisions, supplies, materials and other goods, including spare parts and means of transport, used in support of the UN Mission, including in respect of importation or purchase by United Nations contractors, free of any restrictions and without payment of monetary contributions or duties, fees, charges or taxes, including value-added tax;

(vi) exemption of vehicles, vessels and aircraft of the UN Mission from registration or licensing by the Government, it being understood that such vehicles shall carry third party insurance; acceptance by the Government of permits or licenses issued by the United Nations for the operation by any member of the UN Mission, including locally recruited personnel, of vehicles used in support of the UN Mission; acceptance or, where necessary, prompt validation by the Government, free of charge and without any restriction, of licenses and certificates already issued by appropriate authorities in other States in respect of aircraft and vessels used in support of the UN Mission, including those operated by contractors exclusively for the UN Mission; without prejudice to the foregoing, prompt issuance by the Government, free of charge and without any restrictions, of necessary authorizations, licenses and certificates, where required, for the acquisition, use, operation and maintenance of aircraft and vessels used in support of the UN Mission;

(vii) the right to fly the United Nations flag and place distinctive United Nations identification on premises, vehicles, aircraft and vessels used in support of the UN Mission;

(viii) right to make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of the UN Mission. The Government shall be informed of the nature of such arrangements and shall not interfere with or apply censorship to the mail of the UN Mission or its members.

Article II. Communications

1. The UN Mission shall enjoy the facilities in respect to communications provided for in Article III of the Convention.

2. The UN Mission shall have the right to establish, install and operate United Nations radio stations under its exclusive control to disseminate to the public in Sudan

information relating to its mandate. Programmes broadcast on such stations shall be under the exclusive editorial control of the UN Mission and shall not be subject to any form of censorship. The United Nations will make the broadcast signal of such stations available to the state broadcaster upon request for further dissemination through the state broadcasting system. Such United Nations radio stations shall be operated in accordance with the International Telecommunications Convention and Regulations. The frequencies on which such stations may operate shall be decided upon in cooperation with the Government. If no decision has been reached five (5) working days after the matter has been raised by the United Nations with the Government, the Government shall immediately allocate suitable frequencies for use by such stations.

3. The UN Mission shall have the right to install and operate radio sending and receiving stations, as well as satellite systems, in order to connect appropriate points within the territory of Sudan with each other and with United Nations offices in other countries, and to exchange telephone, voice, facsimile and other electronic data with the United Nations global telecommunications network. Such telecommunication services shall be operated in accordance with the International Telecommunications Convention and Regulations. The frequencies on which such services may be operated shall be decided upon in cooperation with the Government. If no decision has been reached five (5) working days after the matter has been raised by the United Nations with the Government, the Government shall immediately allocate suitable frequencies to the United Nations for this purpose.

4. The UN Mission shall have the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, electronic mail, facsimile or any other means, and of establishing the necessary facilities for maintaining such communications within and between premises of the UN Mission, including the laying of cables and land lines and the establishment of fixed and mobile radio sending, receiving and repeater stations. The frequencies on which the radio will operate shall be decided upon in cooperation with the Government. The Government shall, within five (5) working days of being so requested by the United Nations, allocate suitable frequencies to the United Nations for this purpose. 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. Use of the local system of telephone, facsimile and other electronic data shall be charged at the most favourable rate.

Article III. Premises

1. The Government shall, if possible, provide, without cost and in agreement with the UN Mission for as long as is required, such areas for offices and other premises as may be necessary for the conduct of the operational and administrative activities of the UN Mission in Sudan. Without prejudice to the fact that all such premises remain territory of Sudan, they shall be inviolable and subject to the exclusive control and authority of the United Nations.

2. The Government undertakes to assist the UN Mission in obtaining and making available, where applicable, water, sewerage, 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 the UN Mission as to essential government services.

3. The UN Mission shall have the right to generate within its premises electricity for its use and to transmit and distribute such electricity.

4. The UN Mission alone may consent to the entry of any government officials or of any other person not member of the UN Mission to such premises.

Article IV. Equipment, provisions and supplies

The Government undertakes to assist the UN Mission as far as possible in obtaining equipment, provisions, supplies, materials and other goods and services from local sources required for its subsistence and operations. In respect of equipment, provisions, supplies, materials and other goods purchased locally by the UN Mission or by United Nations contractors for the official and exclusive use of the UN Mission, the Government shall exempt the UN Mission and United Nations contractors from general sales tax and from any excise or tax or monetary contribution that may be payable as part of the price.

Article V. Recruitment of local personnel

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

Article VI. Safety and security

1. The Government shall ensure the safety, security and freedom of movement of the UN Mission, its personnel, associated personnel and their property and assets.

2. Pursuant to its responsibilities as set out in paragraph 1 above, the Government shall ensure that the provisions of the Convention on the Safety of United Nations and Associated Personnel are applied to and in respect of the UN Mission, its property, assets and members. In particular:

(i) the Government shall take all appropriate measures to ensure the safety and security of members of the UN Mission. It shall take all appropriate steps to protect members of the UN Mission, their equipment and premises from attack or any action that prevents them from discharging their mandate. This is without prejudice to the fact that all premises of the UN Mission are inviolable and subject to the exclusive control and authority of the United Nations.

(ii) if members of the UN Mission are captured, detained or held hostage in the course of the performance of their duties and their identification has been established, the Government shall make every endeavour to secure their immediate release to the United Nations.

(iii) the Government shall establish the following acts as crimes and make them punishable by appropriate penalties taking into account their grave nature:

- (a) a murder, kidnapping or other attack upon the person or liberty of any member of the UN Mission;

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

(iv) the Government shall establish its jurisdiction over the crimes set out in paragraph 2 (iii) above: (a) when the crime was committed on the territory of Sudan; (b) when the alleged offender is a national of Sudan; (c) when the alleged offender, other than a member of the UN Mission, is present in Sudan, unless it has extradited such a person to the State on whose territory the crime was committed, or to the State of his or her nationality, or to the State of his or her habitual residence if he or she is a stateless person, or to the State of the nationality of the victim.

(v) the Government shall ensure the prosecution, without exception and without delay, of persons accused of acts described in paragraph 2 (iii) above who are present within Sudan (if the Government does not extradite them) as well as those persons that are subject to its criminal jurisdiction who are accused of other acts in relation to the UN Mission 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.

3. The Government shall, where necessary, provide the UN Mission with maps and other information, including maps of and information on the location of minefields and other dangers and impediments, which may be useful in facilitating its movements and ensuring the security of its members.

Article VII. Uniforms and arms

1. United Nations Security Officers and United Nations close protection officers designated by the Special Representative may possess and carry arms while on official duty in accordance with their orders.

2. The Government shall permit the UN Mission to import firearms and ammunition for the official use of United Nations Security Officers and United Nations close protection officers. The provisions of Article I above shall apply in respect of such imports.

3. The Government shall accept as valid, without tax or fee, permits or licences issued by the SRSB to United Nations Security Officers and United Nations close protection officers for the carrying and use of firearms and ammunition in connection with the functioning of the UN Mission.

4. United Nations Security Officers may wear the United Nations uniform. They must do so at all times when carrying firearms while on official duty.

5. United Nations military liaison officers may wear, while performing official duties, the national military uniform of their respective States with standard United Nations accoutrements.

Article VIII. Third party claims

Third party claims for property loss or damage and for personal injury, illness or death arising from or directly attributed to the UN Mission shall be considered by the United Nations, 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 UN Mission. Upon determination of liability by the United Nations, 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.

Article IX. Settlement of disputes

Any dispute between the United Nations and the Government concerning the interpretation or application of this Agreement, except for a dispute that is regulated by Section 30 of the Convention, shall be resolved by negotiations or other agreed mode of settlement. Any such dispute that is not settled by negotiation or any other agreed mode of settlement shall be submitted at the request of either party for a final decision to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government and the third, who shall be Chairman, by the other two arbitrators. If either Party does not appoint an arbitrator within three months of the appointment by the other Party having notified the name of its arbitrator, or if the first two arbitrators do not, within three months of the appointment or nomination of the second one of them appoint the Chairman, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of either Party to the dispute. Except as otherwise agreed by the Parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and even if rendered in default of one of the parties, be binding on both of them.

Article X. Miscellaneous provisions

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

2. This Agreement shall enter into force immediately upon signature by both Parties and shall remain in force until the departure of the final element of the UN Mission from Sudan, except that Article I, paragraph 3, shall remain in force.

3. Notwithstanding paragraph 2 above, in the event that the Security Council establishes a United Nations peace support operation in Sudan to support the implementation of a comprehensive peace agreement between the Government and the Sudan People's Liberation Movement/Army (SPLM/A), and without prejudice to the terms of the resolution by which the Security Council may establish any such operation (as well as of any subse-

quent resolutions of the Security Council), this Agreement shall apply, *mutatis mutandis*, in respect of the United Nations peace support operation so established until such time as the United Nations and the Government conclude a status-of-forces agreement with respect to the operation and that agreement enters into force. Pending the conclusion and entry-into-force of such an agreement, the provisions of the model status-of-forces agreement (United Nations document A/45/594) that apply to and in respect of the military personnel of national contingents assigned to the military component of a peacekeeping operation shall apply to and in respect of the military personnel of national contingents assigned to the military component of any such United Nations peace support operation.

4. Without prejudice to existing agreements regarding their legal status and operations in Sudan, the provisions of this Agreement shall apply to offices, funds and programmes of the United Nations, their property, funds and assets and their officials and experts on mission that are deployed in Sudan and perform functions in relation to the UN Mission.

5. The provisions of this Agreement may, as appropriate, be extended to specific specialized agencies and related organizations of the United Nations, their property, funds and assets and their officials and experts on mission that are deployed in Sudan and perform functions in relation to the UN Mission, provided that this is done with the written consent of the SRSG, the specialized agency or related organization concerned and the Government.

Signed this 6th day of August 2004 at New York.

For the United Nations:

[Signed]

KIERAN PRENDERGAST

Under-Secretary-General for Political
Affairs

For the Government of the Republic
of Sudan:

[Signed]

ELFATHI MOHAMED AHMED ERWA

Ambassador Extraordinary and
Plenipotentiary
Permanent Representative

(h) Exchange of letters constituting an agreement between the United Nations and the Government of the Hashemite Kingdom of Jordan to establish a liaison office of the United Nations Assistance Mission for Iraq (UNAMI) in Amman, Jordan, to assist UNAMI in fulfilling its mandated activities. New York, 10 August 2004 and 11 August 2004.¹²

I

10 August 2004

Excellency,

1. I have the honour to refer to the United Nations Assistance Mission for Iraq (UNAMI) which was established by Security Council resolution 1500 (2003) and which

¹² Entered into force on 11 August 2004, in accordance with the provisions of the said letters.

has been directed to undertake the activities set out in Security Council resolution 1546 (2004) of 8 June 2004.

2. In order to facilitate the activities of UNAMI, the United Nations needs to establish a UNAMI liaison office in Amman, Jordan, to assist UNAMI in fulfilling its mandated activities.

3. I therefore wish to propose that your Government shall, consistent with Article 105 of the Charter, extend to UNAMI, as an organ of the United Nations, its property, funds and assets and those members listed in paragraphs (a), (b) and (c) below, the privileges and immunities provided for in the Convention on the Privileges and Immunities of the United Nations, (hereinafter referred to as “the Convention”) to which Jordan is a Party. Facilities provided herein are also required for the contractors and their employees engaged by the United Nations or UNAMI to perform services exclusively for UNAMI and/or supply exclusively to UNAMI equipment, provisions, supplies, materials and other goods in support of UNAMI (hereinafter referred to as “United Nations contractors”).

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

(a) high-ranking members of UNAMI whose names shall be communicated to the Government, the privileges and immunities, exemptions and facilities which are enjoyed by diplomatic envoys in accordance with international law;

(b) the officials of the United Nations assigned to serve with UNAMI, the privileges and immunities to which they are entitled under Articles V and VII of the Convention. Locally recruited members of UNAMI, with the exception of those who are assigned to hourly rates, shall enjoy the immunities concerning official acts, exemption from taxation and immunity from national service obligations provided for in sections 18 (a), (b) and (c) of the Convention;

(c) Experts performing missions for UNAMI shall be accorded the privileges and immunities provide for under Article VI and Section 26, Article VII of the Convention.

Without prejudice to the above, all members of UNAMI as listed in paragraph 4 (a), (b) and (c) above shall enjoy immunity from legal process in respect of all words spoken and written and all acts performed by them in discharging their official duties. The Secretary-General shall have the right and duty to waive the immunity of any official or expert on mission where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the United Nations.

5. United Nations contractors, other than local contractors, shall be accorded repatriation facilities in time of crisis and exemption from direct taxes in Jordan on the services provided to UNAMI, including corporate, income, social security and other similar taxes arising directly from the provision of such services. However, contractors will not be exempt from taxes which are, in fact, no more than charges for public utility services.

6. The privileges and immunities necessary for the fulfilment of the functions of UNAMI also include:

(i) freedom of entry and exit without undue delay or hindrance of the members of UNAMI as listed in paragraphs 4 (a), (b) and (c) above as well as UNAMI’s property, supplies, equipment, spare parts and means of transport and, to that end, prompt issuance by the Government, free of charge and without any restrictions, of all necessary visas, licenses and permits. The Government shall, in accordance with its national law, allow

United Nations contractors their property, supplies, equipment, spare parts and means of transport, freedom of entry and exit without undue delay or hindrance and shall speedily process free of charge all requests for visas, licenses and permits without restrictions.

(ii) freedom of movement of its members and United Nations contractors, their property, equipment and means of transport which shall as appropriate be coordinated with the Government. UNAMI, its members, United Nations contractors and their vehicles, vessels and aircraft shall use roads, bridges, canals, and other waters, port facilities and airfields without the payment of dues, tolls, landing fees, parking fees, overflight fees, port fees and charges, including wharfage charges. However, exemption from charges which are limited in amount to the approximate cost of services rendered will not be claimed;

(iii) the right to import, free of duty or other restrictions, equipment, provisions, supplies and other goods which are for the exclusive and official use of UNAMI;

(iv) the right to re-export free of duty or other restrictions or otherwise dispose of equipment, as far as it is still usable, all unconsumed provisions, supplies and other goods so imported or cleared ex customs and excise warehouse which are not transferred, or otherwise disposed of, on terms and conditions to be agreed upon with the Government or an entity nominated by the Government;

(v) issuance without undue delay by the Government of all necessary authorizations, permits and licenses for the importation or re-exportation or purchase of equipment, provisions, supplies, materials and other goods used in support of UNAMI, including in respect of importation or re-exportation or purchase by United Nations contractors, free of any restrictions and without payment of duties, charges or taxes including value-added tax;

(vi) acceptance by the Government of permits or licenses issued by the United Nations for the operation of vehicles used in support of UNAMI; acceptance by the Government, or where necessary validation without delay by the Government, free of charge and without any restriction, of licenses and certificates already issued by appropriate authorities in other States in respect of aircraft and vessels used in support of UNAMI; issuance without delay by the Government, free of charge and without any restrictions, of necessary authorizations, licenses and certificates where required, for the acquisition, use, operation and maintenance of aircraft and vessels used in support of UNAMI;

(vii) the right to fly the United Nations flag and place distinctive United Nations identification on premises, vehicles, aircraft and vessels used in support of UNAMI;

(viii) the right to enjoy in the territory of Jordan for its official communications treatment not less favourable than that accorded by the Government to any other Government. UNAMI shall have the right to communicate by radio, satellite or other forms of communication with United Nations Headquarters and between the various offices and to connect with the United Nations radio and satellite network, and to communicate by telephone, facsimile and other electronic data systems. The frequencies on which the communication by radio will operate shall be decided upon on terms and conditions to be agreed with the Government;

(ix) the right to make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of UNAMI. The Government shall be informed, prior to the setting up of such arrangements, of their nature

and details and shall approve them without undue delay. It shall not interfere with or apply censorship to the mail of UNAMI or its members.

7. The Government shall assist UNAMI in obtaining such areas for headquarters or other premises as may be necessary for the conduct of the operational and administrative activities of UNAMI. Without prejudice to the fact that all such premises remain Jordanian territory, they shall be inviolable and subject to the exclusive control and authority of the United Nations.

8. The Government undertakes to assist UNAMI as far as possible in obtaining equipment, provisions, supplies, materials and other goods and services from local sources required for its subsistence and operations. In respect of equipment, provisions, supplies, materials and other goods purchased locally by UNAMI or by United Nations contractors for the official and exclusive use of UNAMI the Government shall make appropriate administrative arrangements or the remission or return of any excise or tax payable as part of the price. The Government shall exempt UNAMI and United Nations contractors from general sales taxes in respect of all official local purchases. In making purchases on the local market, UNAMI shall, on the basis of observations made and information provided by the Government in that respect, avoid any adverse effect on the local economy.

9. The Government shall take all appropriate measures to ensure the security of members of UNAMI as listed in paragraphs 4 (a), (b) and (c) above. In particular, it shall take all appropriate steps to protect members of UNAMI, their equipment and premises from attack or any action that prevents them from discharging their mandate. UNAMI and its members shall cooperate to the fullest extent possible with the Government in this regard. This is without prejudice to the fact that all premises of UNAMI are inviolable and subject to the exclusive control and authority of the United Nations.

10. The Government declares that it has established the following acts as crimes as defined and provided for under its national law, which are punishable by appropriate penalties:

(a) a murder, kidnapping or other attack upon the person or liberty of an individual;

(b) a violent attack upon official premises;

(c) a violent attack upon the private accommodation or the means of transportation of any individual likely to endanger his or her person or liberty;

(c)¹³ a threat to commit any such attack with the objective of compelling a physical or juridical person to do or to refrain from doing any act;

(d) an attempt to commit any such attack; and

(e) an act constituting participation as an accomplice in any such attack, or in an attempt to commit such attack, or in organizing or ordering others to commit such attack.

11. Jordan, in accordance with its national laws, shall exercise jurisdiction over the crimes set out in paragraph 10 above committed against members or premises of UNAMI: (a) when the crime was committed in its territory; (b) when the alleged offender is one of its nationals; (c) when the alleged offender, other than a member of UNAMI, is present

¹³ Secretariat note: [Sic]

in its territory, unless it has extradited such a person to the State on whose territory the crime was committed, or to the State of his or her nationality, or to another State that has jurisdiction over the crime.

12. The Government shall submit to its competent authorities for the purpose of prosecution under its national laws without exception and without delay cases involving persons accused of crimes described in paragraph 10 above committed against members or premises of UNAMI who are present within its territory (if the Government does not extradite them), as well as cases involving those persons that are subject to its criminal jurisdiction who are accused of other crimes in relation to UNAMI or its members which, if committed in relation to the forces of the Government or against the local civilian population, would have rendered such acts crimes liable to prosecution. Those authorities shall take their decision in the same manner as in the case of any other offence of a similar level of gravity under the laws of Jordan and under the same conditions.

13. The Government shall as appropriate provide UNAMI, where necessary and upon its request, with maps and other information which may be useful in facilitating and protecting the security of UNAMI in the conduct of its tasks and movements. Upon the request of the Special Representative, armed escorts will be provided to protect the members of the United Nations during the exercise of their functions.

14. UNAMI and its members listed in paragraphs 4 (a), (b) and (c) above shall, in so far as it is consistent with the provisions of this Agreement, respect all local laws and regulations.

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

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

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

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

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

Accept, Excellency, the assurances of my highest consideration.

Yours sincerely,

[Signed] KIERAN PRENDERGAST
Under-Secretary-General for Political Affairs

His Royal Highness Prince Zeid Ra'ad Zeid Al-Hussein
Permanent Representative of the
Hashemite Kingdom of Jordan
to the United Nations
New York

II

11 August 2004

Excellency,

Reference to your letter dated 10 August 2004 containing proposed provisions in relation to the activities of the United Nations Assistance Mission to Iraq (UNAMI) in Jordan.

I have been authorized by the Government of the Hashemite Kingdom of Jordan to reply to your letter conveying the Jordanian Government's acceptance of its provisions. The letter and this reply constitute an agreement between the Government of Jordan and the United Nations which is effective immediately. Accept, Excellency, the assurances of my highest consideration.

Yours sincerely,

[Signed] ZEID RA'AD ZEID AL-HUSSEIN
Ambassador
Permanent Representative

H.E. Mr. Kieran Prendergast
Under-Secretary-General
Department of Political Affairs
United Nations
New York

(i) Agreement between the United Nations and the Government of the Republic of Mauritius regarding the arrangements for the international meeting on the ten-year review of the Barbados Programme of Action for the Sustainable Development of Small Island Developing States, Port Louis, Mauritius, 10-14 January 2005. New York, 30 November 2004.^{14 15}

WHEREAS at its 57th Session in resolution 57/262, and at its 58th Session in resolution 58/213 A and B, the General Assembly decided to convene an international meeting in

¹⁴ Entered into force on 30 November 2004, in accordance with article XIII.

¹⁵ The annex is not published herein.

2005 to undertake a full and comprehensive review of the implementation of the Barbados Programme of Action, and welcomed the offer of the Government of Mauritius to host the International Meeting. By paragraph 7 of its resolution 58/213 A and its subsequent resolution 58/213 B, the General Assembly also decided to hold, if deemed necessary by an open-ended preparatory meeting, and if funded from voluntary resources, two days of informal consultations in Mauritius on 8 and 9 January 2005 to facilitate the effective preparation of the International Meeting;

WHEREAS at its 58th Session in paragraph 9 of resolution 58/213 A, the General Assembly decided that the International Meeting will seek a renewed political commitment by the international community and will focus on practical actions for the further implementation of the Programme of Action, taking into consideration new and emerging issues, challenges and situations since the adoption of the Programme of Action;

WHEREAS the General Assembly of the United Nations, by paragraph 17 of resolution 47/202 of 22 December 1992, reaffirms 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 additional costs directly or indirectly involved, after consultation with the Secretary-General as to their nature and possible extent;

NOW THEREFORE, the United Nations and the Government hereby, agree as follows:

Article I. Place and dates of the International Meeting

The International Meeting shall be held at the Les Pailles Conference Centre in Port Louis in the Republic of Mauritius, from 10 to 14 January 2005. An open-ended preparatory meeting will be held on 8 and 9 January 2005, if deemed necessary.

Article II. Participation in the International Meeting

1. Participation in the International Meeting shall be open to the following:
 - (a) All States Members of the United Nations;
 - (b) Organizations that have received standing invitations from the General Assembly to participate in meeting in the capacity of observers;
 - (c) Specialized and related agencies of the United Nations;
 - (d) Intergovernmental organs of the United Nations;
 - (e) Intergovernmental and non-governmental organizations;
 - (f) Officials of the United Nations Secretariat;
 - (g) Other persons invited by the United Nations.
2. The Secretary-General of the United Nations shall designate the officials of the United Nations to attend the meeting for the purpose of servicing it.
3. The public meetings of the International Meeting shall be open to representatives of information media accredited by the United Nations at its discretion after consultation with the Government.

Article III. Premises, equipment, utilities and supplies

1. The Government shall provide the necessary premises, including conference rooms for informal meetings, office space, working areas and other related facilities, as specified in Annex I attached hereto. The Government shall at its expense furnish, equip and maintain in good repair all these premises and facilities in a manner that the United Nations considers adequate for the effective conduct of the possible open-ended preparatory meeting and the International Meeting. The conference rooms shall be equipped for reciprocal simultaneous interpretation between six languages and shall have facilities for sound recording in that manner in that number of languages as well as facilities for press, television, radio and film operations, to the extent required by the United Nations. The premises shall remain at the disposal of the United Nations 24 hours a day not more than two weeks prior to the International Meeting until a maximum of six days after its close. Premises and facilities provided in accordance with this Article may be made available, in an adequate manner, to the observers from the non-governmental organizations referred to in Article II above for the conduct of their activities relating to their contribution to the International Meeting.

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

3. The Government shall bear the cost of transport and insurance charges, from any established United Nations office to the site of the International Meeting and return, of all United Nations equipment and supplies required for the adequate functioning of the International Meeting. The United Nations shall determine the mode of shipment of such equipment and supplies in consultation with the Host Country.

Article IV. Accommodation

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

Article V. Medical facilities

1. Medical facilities adequate for first aid in emergencies shall be provided by the Government within the conference area.

2. For serious emergencies, the Government shall ensure immediate transportation and admission to a hospital.

Article VI. Transport

1. The Government shall provide transport between the airport and the conference area and principal hotels for the members of the United Nations Secretariat servicing the International Meeting upon their arrival and departure.

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

3. The Government shall provide an adequate number of cars with drivers for official use by the principal officers and the secretariat of the International Meeting, as well as such other local transportation as is required by the secretariat in connection with the International Meeting. Such transportation shall be made available during, and two weeks before and up to three business days after the International Meeting as indicated to the Host Country by the United Nations.

Article VII. Police protection

The Government shall furnish such police protection as may be required to ensure the effective functioning of the International Meeting 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 officer provided by the Government, this officer shall work in close co-operation with a designated senior official of the United Nations.

Article VIII. Local personnel for the International Meeting

1. The Government shall appoint a liaison officer who shall be responsible, in consultation with the United Nations, for making and carrying out the administrative and personnel arrangements for the International Meeting as required under this Agreement.

2. The Government shall recruit and provide an adequate number of secretaries, typists, clerks, personnel for the reproduction and distribution of documents, assistant conference officers, ushers, messengers, bilingual receptionists, telephone operators, cleaners and workmen required for the proper functioning of the International Meeting, as well as drivers for the cars referred to in article VI, paragraphs 1 and 3. Annex II to this Agreement lists the local staff required in this respect as established by the United Nations in consultation with the Government. Some of the persons shall be available at least one week before the opening of the International Meeting and until a maximum of six days after its close, as required by the United Nations.

Article IX. Financial arrangements

1. The Government, in addition to the financial obligations provided for elsewhere in this Agreement, shall, in accordance with General Assembly resolution 47/202, paragraph 17, bear the actual additional costs directly or indirectly involved in holding the International Meeting and its two-day open-ended preparatory meeting in Mauritius rather than at New York. Such costs, which are provisionally estimated at approximately 2,007,644.00 United States dollars shall include, but not restricted to, the actual additional costs of travel and staff entitlements of the United Nations officials assigned to plan for or attend the International Meeting, as well as the costs of shipping any necessary equipment and supplies. Arrangements for the travel of United Nations officials required to plan for or service the International Meeting and for the shipment of any necessary equipment and supplies shall be made by the Secretariat in accordance with the Staff Regulations and Rules of the United Nations and its related administrative practices regarding travel standard, baggage allowances, subsistence payments and terminal expenses. The list of United Nations officials required to service the International Meeting is provided in Annex III to this Agreement, and the related travel costs as well as other associated costs are provided in the Annex IV.

2. The Government shall, not later than 7 December 2004 deposit with the United Nations the sum of 2,007,644.00 United States dollars representing the total estimated costs referred to in paragraph 1. If necessary, 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 shall be used only to pay the obligations of the United Nations in respect of the International Meeting.

4. After the International Meeting, 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. These costs shall be expressed in United States dollars, using the United Nations official rate of exchange at the time the payments are 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. Should the actual additional costs exceed the deposit, the Government shall remit the outstanding balance 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 accounts shall be subject to any observations which may arise from the audit carried out by the United Nations Board of Auditors, whose determination shall be accepted as final by both the United Nations and the Government.

Article X. Liability

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

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

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

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

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

Article XI. Privileges and immunities

1. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946, to which the Government of Mauritius is a party, shall be applicable in respect of the International Meeting. In particular the representatives of States referred to in article II 1 (a) above, and of the intergovernmental organs of the United Nations referred to in article II, paragraph 1 (d) 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 International Meeting referred to in article II, paragraphs 1 (f) and 2, above, shall enjoy the privileges and immu-

nities provided under articles V and VII of the Convention and any experts on mission for the United Nations in connection with the International Meeting shall enjoy the privileges and immunities provided under articles VI and VII of the Convention.

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

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

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

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

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

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

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

9. The Government shall allow the temporary importation, tax-free and duty-free, of all equipment, including technical equipment accompanying representatives of infor-

mation media, and shall waive import duties and taxes on supplies necessary for the International Meeting. It shall issue without delay any necessary import and export permits for this purpose.

Article XII. Settlement of dispute

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

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 immediately upon signature by the Parties and shall remain in force for the duration of the International Meeting and for such a period thereafter as is necessary for all matters relating to any of its provisions to be settled.

Signed this 30th day of November 2004 at New York in duplicate in English.

For the United Nations:

[Signed] ANWARUL K. CHOWDHURY

Under-Secretary-General and High Representative,

Secretary-General of the Mauritius International Meeting

For the Government of the Republic of Mauritius:

[Signed] JAGDISH KOONJUL

Ambassador Extraordinary and Plenipotentiary,

Permanent Representative of Mauritius to the United Nations

(j) Exchange of letters constituting an agreement between the United Nations and the Government of Brazil regarding the hosting of the events under the project entitled “Weapons Destruction and Stockpile Management”, to be held in Brasilia and Rio de Janeiro, Brazil, in December 2004 and March 2005. New York, 30 November 2004 and 2 December 2004.^{16 17}

I

30 November 2004

Excellency,

The United Nations, represented by the Department for Disarmament Affairs (DDA) (hereinafter referred to as “the United Nations”), acting through the United Nations Regional Centre for Peace, Disarmament and Development in Latin America and the Caribbean (hereinafter referred to as “UN-LiREC”) is organizing three events in Brasilia and Rio de Janeiro, Brazil, during December 2004 and March 2005.

Under its Project entitled “Weapons Destruction and Stockpile Management”, UN-LiREC will provide technical assistance to the Government and assume the coordinating role in the implementation of the following three events (hereinafter referred to as “the Events”).

A. Destruction of firearms (hereinafter referred to as “the Destruction”) to be undertaken at the Army Storage Facility, Sector Militar, Brasilia, on 9 and 10 December 2004;

B. Coordination of a public event to celebrate the destruction of firearms (hereinafter referred to as “the Public Event”) to be held at the Esplanada dos Ministerios, Brasilia, on 9 December 2004; and

C. Organization of a national seminar, “Rio de Janeiro Firearms, Ammunition and Explosives Control System” (hereinafter referred to as ‘the Seminar’) to be held at the Intercontinental Hotel in Rio de Janeiro from 28 to 30 March 2005.

The United Nations will implement the Events in accordance with the Programme of Action as adopted at the United Nations Conference on the Illicit Trade in Small Arms and Light Weapons in All Its Aspects in July 2001.

The following participants, invited by UN-LiREC, will attend the:

(a) Destruction and Public Event:

(i) Technical advisory team from UN-LiREC and host country participants;

The total number of participants invited by UN-LiREC for the destruction will be approximately 12.

(b) Seminar:

(i) Representatives of the following institutions who are partners in the Project: Inter-American Drug Abuse Control Commission of the Organization of Ameri-

¹⁶ Entered into force on 2 December 2004, in accordance with the provisions of the said letters.

¹⁷ The annexes to the letter are not published herein.

can States (CICAD/OAS) and the United Nations Development Programme (UNDP) in Brazil;

- (ii) Experts from Argentina, Brazil, Colombia, Paraguay, Sweden, Geneva and a representative from the Southern Common Market (MERCOSUR);
- (iii) Participants from Intelligence Secretariat Buenos Aires (S.I.), Inter-American Convention Against the Illicit Manufacturing of and Trafficking in Firearms, Ammunition, Explosives and other Related Material (CIFTA), Administrative Department of Security, Colombia (DAS), Direction of Security Service Control, Firearms, Ammunition and Explosives of Civil Use Control (DICSCAMEC), the Swedish International Development Cooperation Agency (SIDA), São da Paz, São Paulo, State Government of São Paulo, State Government of Espírito Santo, State Government of Minas Gerais, Brazilian Army, Secretariat of State São Paulo, Secretariat of State Espírito Santo, Secretariat of State Minas Gerais, Foreign Affairs Ministry Brasília, SENASP Brasília, ABIN Brasília, Police in Brasília, Federal Police Brasília, Forjas Taurus Porto Alegre, Amadeo Rossi São Leopoldo and Companhia Brasileira de Cartuchos and the Royal Canadian Mounted Police, Canada (RCMP); and
- (iv) Officials of DDA, i.e., the UN-LiREC Director, the Programme Officer, a Public Information Assistant, the Event Coordinator, two Administrative Assistants and an Audiovisual Coordinator, officials from the United Nations Institute for Disarmament Research (UNIDIR) and the United Nations Information Centre (UNIC) in Brazil; The total number of participants invited by UN-LiREC for the Seminar will be approximately 40.

With the present letter, I wish to propose that the following terms shall apply to the Events:

1. The United Nations shall be responsible for the costs and services listed in Annex I.
2. The Government shall be responsible for the costs and services listed in Annex II.
3. The Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946 (hereinafter referred to as “the Convention”), to which the Government is a party, shall be applicable in respect of the Events. In particular, the participants invited by the United Nations acting through UN-LiREC shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by Articles VI and VII of the Convention. Officials of the United Nations participating in or performing functions in connection with the Events shall enjoy the privileges and immunities provided under Articles V and VII of the Convention.
4. Without prejudice to the provisions of the Convention, all participants and persons performing functions in connection with the Events shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Events.
5. 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 Events.

6. All participants and United Nations officials performing functions in connection with the Events shall have the right of unimpeded entry into and exit from Brazil. Visas and entry permits, where required, shall be granted free of charge. When applications are made four weeks before the opening of the Events, visas shall be granted not later than two weeks before the opening of the Events. If the application is made less than four weeks before the opening, visas shall be granted as speedily as possible and not later than three days before the opening. Arrangements shall also be made to ensure that visas for the duration of the Events are delivered at the airport of arrival to those who are unable to obtain them prior to their arrival.

Exit permits, where required, shall be granted free of charge, as speedily as possible, and in any case not later than three days before the closing of the Events.

7. The Government shall furnish such police protection as may be required to ensure the safety of the participants and United Nations personnel and the effective functioning of the Events 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 officer provided by the Government, this officer shall work in close cooperation with a designated senior official of the United Nations.

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

(a) Injury to persons or damage to or loss of property at the destruction sites, in the conference or office premises of the seminar, or at the venue of the public event, which are provided for the Events;

(b) Injury to persons or damage to or loss of property caused by or incurred in using the transportation provided or arranged by the Government;

(c) The employment for the Events of personnel provided or arranged by the Government; and the Government shall indemnify and hold the United Nations and its officials harmless in respect of any such action, claim or other demand.

9. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provisions of the Convention or any other applicable agreement, shall, unless the parties otherwise agree, be resolved by negotiations or any other agreed mode of settlement. Any such dispute that is not settled by negotiations or any other agreed mode of settlement shall be submitted at the request of either party for a final decision to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government and the third, who shall be the Chairperson, 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 of the second one of them appoint the Chairperson, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.

10. I further propose that upon receipt of your Government's confirmation in writing of the above, this exchange of letters, together with its Annexes I and II which form an integral part thereof, shall constitute an Agreement between the United Nations and the Government of Brazil regarding the hosting of the Events, which shall enter into force on the date of your reply and shall remain in force for the duration, of the Events and for such additional period as is necessary for the completion of its work and for the resolution of any matters arising out of the Agreement.

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

[Signed] NOBUYASU ABE
Under-Secretary-General
for Disarmament Affairs

His Excellency
Mr. Ronaldo Mota Sardenberg
Permanent Representative of Brazil
to the United Nations New York

II

New York, December 2, 2004

Mr. Under-Secretary-General for Disarmament Affairs,

With reference to your letter DDA/UN-LIREC 2004/008, dated November 30, regarding the two events of destruction of firearms to be organized in Brasilia, next December, and the seminar "Rio de Janeiro Firearms, Ammunition and Explosives Control System", to be held in Rio de Janeiro from 28 to 30 March 2005, with the cooperation of the United Nations Regional Centre for Peace, Disarmament and Development in Latin America and the Caribbean - UN-LIREC, I transmit to you the accordance of the Government of Brazil with the terms of the document attached to your letter.

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

[Signed] RONALDO MOTA SARDENBERG
Permanent Representative of Brazil

His Excellency
Nobuyasu Abe
Under-Secretary-General
for Disarmament Affairs

3. Other agreements

Relationship Agreement between the United Nations and the International Criminal Court. New York, 4 October 2004.¹⁸

Preamble

The United Nations and the International Criminal Court,

Bearing in mind the Purposes and Principles of the Charter of the United Nations,

Recalling that the Rome Statute of the International Criminal Court reaffirms the Purposes and Principles of the Charter of the United Nations,

Noting the important role assigned to the International Criminal Court in dealing with the most serious crimes of concern to the international community as a whole, as referred to in the Rome Statute, and which threaten the peace, security and well-being of the world,

Bearing in mind that, in accordance with the Rome Statute, the International Criminal Court is established as an independent permanent institution in relationship with the United Nations system,

Recalling also that, in accordance with article 2 of the Rome Statute, the International Criminal Court shall be brought into relationship with the United Nations through an agreement to be approved by the Assembly of the States Parties to the Rome Statute and thereafter concluded by the President of the Court on its behalf,

Recalling further General Assembly resolution 58/79 of 9 December 2003 calling for the conclusion of a relationship agreement between the United Nations and the International Criminal Court,

Noting the responsibilities of the Secretary-General of the United Nations under the provisions of the Rome Statute of the International Criminal Court,

Desiring to make provision for a mutually beneficial relationship whereby the discharge of respective responsibilities of the United Nations and the International Criminal Court may be facilitated,

Taking into account for this purpose the provisions of the Charter of the United Nations and the provisions of the Rome Statute of the International Criminal Court,

Have agreed as follows:

I. GENERAL PROVISIONS

Article 1. Purpose of the Agreement

1. The present Agreement, which is entered into by the United Nations and the International Criminal Court (“the Court”), pursuant to the provisions of the Charter of the United Nations (“the Charter”) and the Rome Statute of the International Criminal Court (“the Statute”), respectively, defines the terms on which the United Nations and the Court shall be brought into relationship.

¹⁸ Entered into force on 4 October 2004, in accordance with article 23.

2. For the purposes of this Agreement, “the Court” shall also include the Secretariat of the Assembly of States Parties.

Article 2. Principles

1. The United Nations recognizes the Court as an independent permanent judicial institution which, in accordance with articles 1 and 4 of the Statute, has international legal personality and such legal capacity as may be necessary for the exercise of its functions and the fulfilment of its purposes.

2. The Court recognizes the responsibilities of the United Nations under the Charter.
3. The United Nations and the Court respect each other’s status and mandate.

Article 3. Obligation of cooperation and coordination

The United Nations and the Court agree that, with a view to facilitating the effective discharge of their respective responsibilities, they shall cooperate closely, whenever appropriate, with each other and consult each other on matters of mutual interest pursuant to the provisions of the present Agreement and in conformity with the respective provisions of the Charter and the Statute.

II. INSTITUTIONAL RELATIONS

Article 4. Reciprocal representation

1. Subject to the applicable provisions of the Rules of Procedure and Evidence of the Court (“the Rules of Procedure and Evidence”), the Secretary-General of the United Nations (“the Secretary-General”) or his/her representative shall have a standing invitation to attend public hearings of the Chambers of the Court that relate to cases of interest to the United Nations and any public meetings of the Court.

2. The Court may attend and participate in the work of the General Assembly of the United Nations in the capacity of observer. The United Nations shall, subject to the rules and practice of the bodies concerned, invite the Court to attend meetings and conferences convened under the auspices of the United Nations where observers are allowed and whenever matters of interest to the Court are under discussion.

3. Whenever the Security Council considers matters related to the activities of the Court, the President of the Court (“the President”) or the Prosecutor of the Court (“the Prosecutor”) may address the Council, at its invitation, in order to give assistance with regard to matters within the jurisdiction of the Court.

Article 5. Exchange of information

1. Without prejudice to other provisions of the present Agreement concerning the submission of documents and information concerning particular cases before the Court, the United Nations and the Court shall, to the fullest extent possible and practicable, arrange for the exchange of information and documents of mutual interest. In particular:

- (a) The Secretary-General shall:

- (i) Transmit to the Court information on developments related to the Statute which are relevant to the work of the Court, including information on communications received by the Secretary-General in the capacity of depositary of the Statute or depositary of any other agreements which relate to the exercise by the Court of its jurisdiction;
 - (ii) Keep the Court informed regarding the implementation of article 123, paragraphs 1 and 2, of the Statute relating to the convening by the Secretary-General of review conferences;
 - (iii) In addition to the requirement provided in article 121, paragraph 7, of the Statute, circulate to all States Members of the United Nations or members of specialized agencies or of the International Atomic Energy Agency which are not parties to the Statute the text of any amendment adopted pursuant to article 121 of the Statute;
- (b) The Registrar of the Court (“the Registrar”) shall:
- (i) In accordance with the Statute and the Rules of Procedure and Evidence, provide information and documentation relating to pleadings, oral proceedings, judgments and orders of the Court in cases which may be of interest to the United Nations generally, and particularly in those cases which involve crimes committed against the personnel of the United Nations or that involve the improper use of the flag, insignia or uniform of the United Nations resulting in death or serious personal injury as well as any cases involving the circumstances referred to under article 16, 17, or 18, paragraph 1 or 2, of the present Agreement;
 - (ii) Furnish to the United Nations, with the concurrence of the Court and subject to its Statute and rules, any information relating to the work of the Court requested by the International Court of Justice in accordance with its Statute;

2. The United Nations and the Court shall make every effort to achieve maximum cooperation with a view to avoiding undesirable duplication in the collection, analysis, publication and dissemination of information relating to matters of mutual interest. They shall strive, where appropriate, to combine their efforts to secure the greatest possible usefulness and utilization of such information.

Article 6. Reports to the United Nations

The Court may, if it deems it appropriate, submit reports on its activities to the United Nations through the Secretary-General.

Article 7. Agenda items

The Court may propose items for consideration by the United Nations. In such cases, the Court shall notify the Secretary-General of its proposal and provide any relevant information. The Secretary-General shall, in accordance with his/her authority, bring such item or items to the attention of the General Assembly or the Security Council, and also to any other United Nations organ concerned, including organs of United Nations programmes and funds.

Article 8. Personnel arrangements

1. The United Nations and the Court agree to consult and cooperate as far as practicable regarding personnel standards, methods and arrangements.

2. The United Nations and the Court agree to:

(a) Periodically consult on matters of mutual interest relating to the employment of their officers and staff, including conditions of service, the duration of appointments, classification, salary scale and allowances, retirement and pension rights and staff regulations and rules;

(b) Cooperate in the temporary interchange of personnel, where appropriate, making due provision for the retention of seniority and pension rights;

(c) Strive for maximum cooperation in order to achieve the most efficient use of specialized personnel, systems and services.

Article 9. Administrative cooperation

The United Nations and the Court shall consult, from time to time, concerning the most efficient use of facilities, staff and services with a view to avoiding the establishment and operation of overlapping facilities and services. They shall also consult to explore the possibility of establishing common facilities or services in specific areas, with due regard for cost savings.

Article 10. Services and facilities

1. The United Nations agrees that, upon the request of the Court, it shall, subject to availability, provide on a reimbursable basis, or as otherwise agreed, for the purposes of the Court such facilities and services as may be required, including for the meetings of the Assembly of States Parties ("the Assembly"), its Bureau or subsidiary bodies, including translation and interpretation services, documentation and conference services. When the United Nations is unable to meet the request of the Court, it shall notify the Court accordingly, giving reasonable notice.

2. The terms and conditions on which any such facilities or services of the United Nations may be provided shall, as appropriate, be the subject of supplementary arrangements.

Article 11. Access to United Nations Headquarters

The United Nations and the Court shall endeavour, subject to their respective rules, to facilitate access by the representatives of all States Parties to the Statute, representatives of the Court and observers in the Assembly, as provided for in article 112, paragraph 1, of the Statute, to United Nations Headquarters when a meeting of the Assembly is to be held. This shall also apply, as appropriate, to meetings of the Bureau or subsidiary bodies.

Article 12. Laissez-passer

The judges, the Prosecutor, the Deputy Prosecutors, the Registrar and the staff/officials of the Office of the Prosecutor and the Registry shall be entitled, in accordance with such special arrangements as may be concluded between the Secretary-General and the

Court, to use the laissez-passer of the United Nations as a valid travel document where such use is recognized by States in agreements defining the privileges and immunities of the Court. Staff of “the Registry” includes staff of the Presidency and of the Chambers, pursuant to article 44 of the Statute, and staff of the Secretariat of the Assembly of States Parties, pursuant to paragraph 3 of the Annex of Resolution ICC-ASP/2/Res.3.

Article 13. Financial matters

1. The United Nations and the Court agree that the conditions under which any funds may be provided to the Court by a decision of the General Assembly of the United Nations pursuant to article 115 of the Statute shall be subject to separate arrangements. The Registrar shall inform the Assembly of the making of such arrangements.

2. The United Nations and the Court further agree that the costs and expenses resulting from cooperation or the provision of services pursuant to the present Agreement shall be subject to separate arrangements between the United Nations and the Court. The Registrar shall inform the Assembly of the making of such arrangements.

3. The United Nations may, upon request of the Court and subject to paragraph 2 of this article, provide advice on financial and fiscal questions of interest to the Court.

Article 14. Other agreements concluded by the Court

The United Nations and the Court shall consult, when appropriate, on the registration or filing and recording with the United Nations of agreements concluded by the Court with States or international organizations.

III. COOPERATION AND JUDICIAL ASSISTANCE

Article 15. General provisions regarding cooperation between the United Nations and the Court

1. With due regard to its responsibilities and competence under the Charter and subject to its rules as defined under the applicable international law, the United Nations undertakes to cooperate with the Court and to provide to the Court such information or documents as the Court may request pursuant to article 87, paragraph 6, of the Statute.

2. The United Nations or its programmes, funds and offices concerned may agree to provide to the Court other forms of cooperation and assistance compatible with the provisions of the Charter and the Statute.

3. In the event that the disclosure of information or documents or the provision of other forms of cooperation would endanger the safety or security of current or former personnel of the United Nations or otherwise prejudice the security or proper conduct of any operation or activity of the United Nations, the Court may order, particularly at the request of the United Nations, appropriate measures of protection. In the absence of such measures, the United Nations shall endeavour to disclose the information or documents or to provide the requested cooperation, while reserving the right to take its own measures of protection, which may include withholding of some information or documents or their submission in an appropriate form, including the introduction of redactions.

Article 16. Testimony of the officials of the United Nations

1. If the Court requests the testimony of an official of the United Nations or one of its programmes, funds or offices, the United Nations undertakes to cooperate with the Court and, if necessary and with due regard to its responsibilities and competence under the Charter and the Convention on the Privileges and Immunities of the United Nations and subject to its rules, shall waive that person's obligation of confidentiality.

2. The Secretary-General shall be authorized by the Court to appoint a representative of the United Nations to assist any official of the United Nations who appears as a witness before the Court.

Article 17. Cooperation between the Security Council of the United Nations and the Court

1. When the Security Council, acting under Chapter VII of the Charter of the United Nations, decides to refer to the Prosecutor pursuant to article 13, paragraph (b), of the Statute, a situation in which one or more of the crimes referred to in article 5 of the Statute appears to have been committed, the Secretary-General shall immediately transmit the written decision of the Security Council to the Prosecutor together with documents and other materials that may be pertinent to the decision of the Council. The Court undertakes to keep the Security Council informed in this regard in accordance with the Statute and the Rules of Procedure and Evidence. Such information shall be transmitted through the Secretary-General.

2. When the Security Council adopts under Chapter VII of the Charter a resolution requesting the Court, pursuant to article 16 of the Statute, not to commence or proceed with an investigation or prosecution, this request shall immediately be transmitted by the Secretary-General to the President of the Court and the Prosecutor. The Court shall inform the Security Council through the Secretary-General of its receipt of the above request and, as appropriate, inform the Security Council through the Secretary-General of actions, if any, taken by the Court in this regard.

3. Where a matter has been referred to the Court by the Security Council and the Court makes a finding, pursuant to article 87, paragraph 5 (b) or paragraph 7, of the Statute, of a failure by a State to cooperate with the Court, the Court shall inform the Security Council or refer the matter to it, as the case may be, and the Registrar shall convey to the Security Council through the Secretary-General the decision of the Court, together with relevant information in the case. The Security Council, through the Secretary-General, shall inform the Court through the Registrar of action, if any, taken by it under the circumstances.

Article 18. Cooperation between the United Nations and the Prosecutor

1. With due regard to its responsibilities and competence under the Charter of the United Nations and subject to its rules, the United Nations undertakes to cooperate with the Prosecutor and to enter with the Prosecutor into such arrangements or, as appropriate, agreements as may be necessary to facilitate such cooperation, in particular when the Prosecutor exercises, under article 54 of the Statute, his or her duties and powers with

respect to investigation and seeks the cooperation of the United Nations in accordance with that article.

2. Subject to the rules of the organ concerned, the United Nations undertakes to cooperate in relation to requests from the Prosecutor in providing such additional information as he or she may seek, in accordance with article 15, paragraph 2, of the Statute, from organs of the United Nations in connection with investigations initiated *proprio motu* by the Prosecutor pursuant to that article. The Prosecutor shall address a request for such information to the Secretary-General, who shall convey it to the presiding officer or other appropriate officer of the organ concerned.

3. The United Nations and the Prosecutor may agree that the United Nations provide documents or information to the Prosecutor on condition of confidentiality and solely for the purpose of generating new evidence and that such documents or information shall not be disclosed to other organs of the Court or to third parties, at any stage of the proceedings or thereafter, without the consent of the United Nations.

4. The Prosecutor and the United Nations or its programmes, funds and offices concerned may enter into such arrangements as may be necessary to facilitate their cooperation for the implementation of this article, in particular in order to ensure the confidentiality of information, the protection of any person, including former or current United Nations personnel, and the security or proper conduct of any operation or activity of the United Nations.

Article 19. Rules concerning United Nations privileges and immunities

If the Court seeks to exercise its jurisdiction over a person who is alleged to be criminally responsible for a crime within the jurisdiction of the Court and if, in the circumstances, such person enjoys, according to the Convention on the Privileges and Immunities of the United Nations and the relevant rules of international law, any privileges and immunities as are necessary for the independent exercise of his or her work for the United Nations, the United Nations undertakes to cooperate fully with the Court and to take all necessary measures to allow the Court to exercise its jurisdiction, in particular by waiving any such privileges and immunities in accordance with the Convention on the Privileges and Immunities of the United Nations and the relevant rules of international law.

Article 20. Protection of confidentiality

If the United Nations is requested by the Court to provide information or documentation in its custody, possession or control which was disclosed to it in confidence by a State or an intergovernmental, international or non-governmental organization or an individual, the United Nations shall seek the consent of the originator to disclose that information or documentation or, where appropriate, will inform the Court that it may seek the consent of the originator for the United Nations to disclose that information or documentation. If the originator is a State Party to the Statute and the United Nations fails to obtain its consent to disclosure within a reasonable period of time, the United Nations shall inform the Court accordingly, and the issue of disclosure shall be resolved between the State Party concerned and the Court in accordance with the Statute. If the originator is not a State Party to the Statute and refuses to consent to disclosure, the United Nations

shall inform the Court that it is unable to provide the requested information or documentation because of a pre-existing obligation of confidentiality to the originator.

IV. FINAL PROVISIONS

Article 21. Supplementary arrangements for the implementation of the present Agreement

The Secretary-General and the Court may, for the purpose of implementing the present Agreement, make such supplementary arrangements as may be found appropriate.

Article 22. Amendments

The present Agreement may be amended by agreement between the United Nations and the Court. Any such amendment shall be approved by the General Assembly of the United Nations and by the Assembly in accordance with article 2 of the Statute. The United Nations and the Court shall notify each other in writing of the date of such approval, and the Agreement shall enter into force on the date of the later of the said approvals.

Article 23. Entry into force

The present Agreement shall be approved by the General Assembly of the United Nations and by the Assembly in accordance with article 2 of the Statute. The United Nations and the Court shall notify each other in writing of the date of such approval. The Agreement shall thereafter enter into force upon signature.

In witness thereof, the undersigned have signed the present Agreement.

Signed this 4 day of October 2004 at United Nations Headquarters in New York in two copies in all the official languages of the United Nations and the Court, of which the English and French texts shall be authentic.

For the United Nations:
[Signed] KOFI A. ANNAN
Secretary-General

For the International Criminal Court:
[Signed] PHILIPPE KIRSCH
President

4. United Nations Children's Fund

Basic Cooperation Agreement between UNICEF and the Government of the Islamic Republic of Iran. Tehran, 31 May 2004.¹⁹

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 this 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 the Islamic Republic of Iran 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 the Islamic Republic of Iran,

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 the Islamic Republic of Iran;

(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;

¹⁹ Entered into force on 31 May 2004, in accordance with article XXIII.

(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 evaluate 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 a UNICEF office in the country as the Parties may consider necessary to facilitate the implementation of the programmes of cooperation.

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

3. In the event 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, to provide support to the programmes of cooperation in connection with:

- (a) The preparation, review 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. The Government will support UNICEF's efforts to raise the funds required to meet the financial needs of the agreed programme and will cooperate with UNICEF by:

(a) encouraging potential donor governments to make available to UNICEF the funds needed to implement the supplementary funded components of the country programme approved by UNICEF;

(b) endorsing UNICEF's efforts to raise funds for the programme from the private sector both internationally and in the Islamic Republic of Iran.

4. 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, to the extent possible, 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, copyrights 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 tranquility of the office is not

disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity.

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

Article XI. UNICEF funds, assets and other property

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

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

(b) UNICEF shall be free to transfer its funds, gold or currency from one country to another or within any country, to other organizations 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. Greeting cards and other UNICEF products

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

Article XIII. UNICEF officials

1. Officials of UNICEF shall:

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

- (b) Be exempt from taxation on the salaries and emoluments paid to them by UNICEF;
- (c) Be immune from national service obligations;
- (d) Be immune, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration;
- (e) Be accorded the same privileges in respect of exchange facilities as are accorded to officials of comparable ranks forming part of diplomatic missions to the Government;
- (f) Be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys;
- (g) Have the right to import free of duty their furniture, personal effects and all household appliances, at the time of first taking up their post in the host country.

2. The head of the UNICEF office and other senior 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 custom 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 be granted the privileges and immunities specified in article VI, sections 22 and 23, of the Convention.

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

Article XV. Persons performing services for UNICEF

1. Persons performing services for UNICEF shall be accorded the privileges, immunities and facilities specified in article XIII, paragraphs 1(a) and 1(f) above.

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

Article XVI. Access facilities

1. UNICEF officials, experts on mission 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 inter-governmental 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 and XV in any case where, in his opinion, such immunity impedes the course of justice and can be waived without prejudice to the interests of the United Nations and UNICEF.

Article XXI. Claims against UNICEF

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

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

Done at Tehran, this 31 day of May, two thousand and four.

For the United Nations Children's Fund:

[Signed] Ms. KARI EGGE

UNICEF Representative in Iran

For the Government of the Islamic Republic of Iran:

[Signed] H. E. MR. BOZORGMehr ZIARAN

Director General International Economic Affairs and Specialized Agencies
Ministry of Foreign Affairs

5. Office of the United Nations High Commissioner for Refugees

Cooperation Agreement between the Office of the United Nations High Commissioner for Refugees and the Government of the Republic of the Congo. Brazzaville, 17 December 2004.^{20 21}

Whereas the Office of the United Nations High Commissioner for Refugees was established by United Nations General Assembly resolution 319 (IV) of 3 December 1949,

Whereas the Statute of the Office of the United Nations High Commissioner for Refugees, adopted by the United Nations General Assembly in its resolution 428 (V) of 14 December 1950, provides, *inter alia*, that the High Commissioner, acting under the authority of the General Assembly, shall assume the function of providing international protection, under the auspices of the United Nations, to refugees who fall within the scope of the Statute and of seeking permanent solutions for the problem of refugees by assisting governments and, subject to the approval of the governments concerned, private organizations to facilitate the voluntary repatriation of such refugees, or their assimilation within new national communities,

Whereas the Office of the United Nations High Commissioner for Refugees, a subsidiary organ established by the General Assembly pursuant to Article 22 of the Charter of the United Nations, is an integral part of the United Nations whose status, privileges and immunities are governed by the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946,

Whereas the Statute of the Office of the United Nations High Commissioner for Refugees provides in its article 16 that the High Commissioner shall consult the governments of the countries of residence of refugees as to the need for appointing representatives therein and that in any country recognizing such need, there may be appointed a representative approved by the government of that country,

²⁰ Entered into force on 17 December 2004, in accordance with article XVII.

²¹ Translated by the Secretariat of the United Nations.

Whereas the Office of the United Nations High Commissioner for Refugees and the Government of the Republic of the Congo wish to establish the terms and conditions under which the Office, within its mandate, shall be represented in the country,

Now, therefore, the Office of the United Nations High Commissioner for Refugees and the Government of the Republic of the Congo, in a spirit of friendly cooperation, have entered into this Agreement.

Article I. Definitions

For the purposes of this Agreement, the following definitions shall apply:

(a) “UNHCR” means the Office of the United Nations High Commissioner for Refugees;

(b) “High Commissioner” means the United Nations High Commissioner for Refugees or the officials to whom the High Commissioner has delegated authority to act on his behalf;

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

(d) “Host country” or “country” means the Republic of the Congo;

(e) “Parties” means UNHCR and the Government;

(f) “General Conventions” 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, and the 1960 Vienna Convention on diplomatic immunities;

(g) “UNHCR office” means all the offices and premises, installations and facilities occupied or maintained in the country;

(h) “UNHCR Representative” means the UNHCR official in charge of the UNHCR office in the country;

(i) “UNHCR officials” means all members of the staff of UNHCR 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 for in General Assembly resolution 76 (I);

(j) “Experts on mission” means individuals, other than UNHCR officials or persons performing services on behalf of UNHCR, undertaking missions for UNHCR;

(k) “Persons performing services on behalf of UNHCR” means natural and juridical persons and their employees, other than nationals of the host country, retained by UNHCR to execute or assist in the carrying out of its programmes;

(l) “UNHCR personnel” means UNHCR officials, experts on mission and persons performing services on behalf of UNHCR.

Article II. Purpose of this Agreement

This Agreement embodies the basic conditions under which UNHCR shall, within its mandate, cooperate with the Government, open an office or offices in the country, and carry out its international protection and humanitarian assistance functions in favour of refugees and other persons of its concern, such as asylum seekers, stateless persons and returnees, pursuant to the general mandate of the Organization; and where appropriate,

persons who are displaced or who run the risk of being displaced within their own country, in accordance with the special mandate given to the Organization by the competent authorities of the United Nations in agreement with the Government of the Republic of the Congo.

Article III. Cooperation between the Government and UNHCR

1. Cooperation between the Government and UNHCR in the field of international protection of, and humanitarian assistance to, refugees and other persons of concern to UNHCR shall be carried out on the basis of the Statute of UNHCR, of other relevant decisions and resolutions relating to UNHCR adopted by United Nations organs and of article 35 of the Convention relating to the Status of Refugees of 1951 and article 2 of the Protocol relating to the Status of Refugees of 1967.

2. The UNHCR office shall maintain consultations and cooperation with the Government with respect to the preparation and review of projects for refugees and other persons of concern.

3. For any UNHCR funded projects to be implemented by the Government, the terms and conditions including the commitment of the Government and the High Commissioner with respect to the furnishing of funds, supplies, equipment and services or other assistance for refugees shall be set forth in project agreements to be signed by the Government and UNHCR.

4. The Government shall at all times grant UNHCR personnel unimpeded access to refugees and other persons of concern to UNHCR and to the sites of UNHCR projects in order to monitor all phases of their implementation.

Article IV. UNHCR office

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

2. UNHCR may, with the agreement of the Government, designate the UNHCR office in the country to serve as a regional/area office.

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

Article V. UNHCR personnel

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

2. The categories of officials and the names of the officials included in these categories, and of other personnel as assigned to the office in the country, shall from time to time be made known to the Government.

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

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

Article VI. Facilities for implementation of UNHCR humanitarian programmes

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

2. The Government, in agreement with UNHCR, shall provide UNHCR with appropriate office premises.

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

4. The Government shall take all necessary measures to ensure the protection and security of UNHCR and associated personnel. In particular, the Government shall take all necessary measures to protect UNHCR and associated personnel, their equipment and their premises from any actions or interference which could prevent them from carrying out their duties. This article shall apply without prejudice to the fact that UNHCR premises are inviolable and subject to the exclusive authority and control of UNHCR.

5. To the extent feasible, the Government shall facilitate the location of suitable housing accommodation for UNHCR personnel recruited internationally.

Article VII. Privileges and immunities

1. The Government shall apply to UNHCR, to its property, funds and assets, and to its officials and experts on mission the relevant provisions of the above mentioned General Conventions duly ratified by the Republic of the Congo.

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

Article VIII. UNHCR office, property, funds and assets

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

2. The premises of UNHCR shall be inviolable. The property, funds and assets of UNHCR, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

3. The archives of UNHCR, and in general all documents belonging to or held by it, shall be inviolable,

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

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

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

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

5. While UNHCR will not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property that form part of the price to be paid (such as value added tax), nevertheless, when UNHCR is making purchases for official use of property on which such duties and taxes are chargeable, the Government will grant exemption therefrom.

6. Any materials imported, exported or purchased in the country by UNHCR, and by national or international bodies duly accredited by UNHCR to act on its behalf in connection with humanitarian assistance to refugees, shall be exempt from all customs duties, prohibitions and restrictions, as well as from direct and indirect taxation.

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

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

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

8. UNHCR shall enjoy the most favourable rate of exchange.

Article IX. Communication facilities

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

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

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

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

4. The Government shall ensure that the UNHCR is exempted from all taxes and duties and enabled to effectively operate its radio and other telecommunications equipment, including satellite communications systems, on networks using the frequencies allocated by or coordinated with the competent national authorities under the applicable International Telecommunication Union regulations and norms currently in force.

Article X. UNHCR officials

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

2. UNHCR officials, while in the country, shall enjoy the following facilities, privileges and immunities:

- (a) Immunity from personal arrest and detention;
- (b) Immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity, such immunity to continue even after termination of employment with UNHCR;
- (c) Immunity from inspection and seizure of their official baggage;
- (d) Immunity from any military service obligations or any other obligatory service;
- (e) Exemption, with respect to themselves, their spouses, their relatives dependent on them and other members of their households, from immigration restriction and alien registration;
- (f) Access to the labour market with respect to their spouses and their dependent relatives forming part of their household without requiring a work permit;
- (g) Exemption from taxation in respect of salaries and all other remuneration paid to them by UNHCR;
- (h) Exemption from any form of taxation on income derived by them from sources outside the country;
- (i) Prompt clearance and issuance, without cost, of visas, licences or permits, if required, and free movement within, to or from the country to the extent necessary for the carrying out of UNHCR's international protection and humanitarian assistance programmes;

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

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

(l) The right to import for personal use, free of duty and other levies, prohibitions and restrictions on imports: (i) their furniture and personal effects in one or more separate shipments and thereafter to import necessary additions to the same, including motor vehicles, according to the regulations applicable in the country to diplomatic representatives accredited in the country and/or resident members of international organizations; (ii) reasonable quantities of certain articles for personal use or consumption and not for gift or sale.

3. UNHCR officials who are nationals of, or permanent residents in, the host country shall enjoy those privileges and immunities provided for in the above mentioned General Conventions.

Article XI. Locally recruited personnel assigned to hourly rates

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

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

Article XII. Experts on mission

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

(a) Immunity from personal arrest or detention;

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

(c) Inviolability for all papers and documents;

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

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

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

Article XIII. Persons performing services on behalf of UNHCR

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

(a) Facilities for the prompt processing and issuance, without cost, of visas, licences or permits necessary for the effective exercise of their functions;

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

Article XIV. Crimes against UNHCR personnel

1. The Government shall establish the following acts as crimes under its national law and make them punishable by appropriate penalties taking into account their grave nature:

(a) Intentionally committing a murder, kidnapping or other attack upon the person or liberty of any member of the UNHCR personnel;

(b) Intentionally committing a violent attack upon the official premises, the private accommodation or the means of transportation of any member of the UNHCR personnel likely to endanger his or her person or liberty;

(c) Intentionally threatening to commit any such attack with the objective of coercing a natural or juridical person to do or refrain from doing any act;

(d) Intentionally attempting to commit any such attack; and

(e) Intentionally participating as an accomplice in any such attack, or in an attempt to commit such attack, or intentionally organizing or ordering others to commit such attack.

2. The Government shall establish its jurisdiction over the crimes set out in paragraph 1 above when the crime was committed in its territory and the alleged offender, other than a member of UNHCR personnel, is present in its territory, unless it has extradited such person to the State of his or her nationality, or, in the case of a stateless person, the State of his or her habitual residence, or to the State of nationality of the victim.

3. The Government ensure that the person accused of one of the crimes set out in paragraph 1, as well as any other person subject to its criminal jurisdiction accused of other acts against UNHCR or its personnel which, had they been committed in relation to the government forces or against the local civilian population, would have been subject to criminal prosecution, is handed over to its competent authorities for the institution of criminal proceedings in accordance with its domestic legal procedure.

Article XV. Waiver of immunity

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

Article XVI. Settlement of disputes

Any disputes between UNHCR and the Government arising out of or relating to this Agreement shall be settled amicably by negotiation or other agreed mode of settlement, failing which such dispute shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third who shall be the chairperson. If within 30 days of the request for arbitration, either Party has not appointed an arbitrator or if within 15 days of the appointment of the two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. All decisions of the arbitrators shall require a vote of two of them. The procedure of the arbitration shall be fixed by the arbitrators and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

Article XVII. Final provisions

1. This Agreement shall enter into force on the date of its signature by both Parties and shall continue to be in force until terminated under paragraph 5 of this article.

2. This Agreement shall be interpreted in light of its primary purpose, which is to enable UNHCR to carry out its international mandate for refugees fully and efficiently and to attain its humanitarian objectives in the country.

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

4. Consultations with a view to amending this Agreement may be held at the request of the Government or UNHCR. Amendments shall be made by joint written agreement.

5. This Agreement shall cease to be in force six months after either of the Contracting Parties gives notice in writing to the other of its decision to terminate the Agreement, except as regards the normal cessation of the activities of UNHCR in the country and the disposal of its property in the country.

In Witness Whereof the undersigned, being duly appointed representatives of the United Nations High Commissioner for Refugees and the Government, respectively, have on behalf of the Parties signed this Agreement in the French language.

Done at Brazzaville on 17 December 2004.

For the Office of the United Nations
High Commissioner for Refugees:

[Signed] JANVIER DE RIEDMATTEN
Representative of UNHCR in the
Republic of the Congo

For the Government of the Republic
of the Congo:

[Signed] RAYMOND SERGE BALE
General Secretary, Ministry of
Foreign Affairs, Cooperation and
Francophonie

6. United Nations Human Settlements Programme

Agreements relating to the Venue Agreement between the United Nations Human Settlements Programme (UN-HABITAT) and the Kingdom of Spain regarding the hosting in the city of Barcelona (Spain) of the Second Session of the World Urban Forum. Barcelona, 15 September 2004.²²

CONSIDERING that the United Nations Commission on Human Settlements requested, in its Resolution 18/5 of 16th February 2001, the promotion of “a merger of the Urban Environment Forum and the International Forum on Urban Poverty into a new urban forum, with a view to strengthening the coordination of international support to the implementation of the Habitat Agenda”;

CONSIDERING that the United Nations General Assembly, in its Resolution 56/206 of 21st December 2001, which transformed the United Nations Commission on Human Settlements into the Governing Council of the United Nations Human Settlements Programme (UN-HABITAT) as a subsidiary organ of the General Assembly, and the United Nations Centre for Human Settlements into the United Nations Human Settlements Programme Secretariat (henceforth UN-HABITAT), decided that the World Urban Forum (henceforth the WUF) was to be a “non-legislative technical forum in which experts can exchange views in the years when the Governing Council does not meet”;

CONSIDERING the objectives and the modes of work for the WUF that were adopted during the First Session of the WUF in Nairobi, Kenya, between 29th April and 3rd May 2002;

CONSIDERING the interest expressed by the City of Barcelona and the organisers of the Universal Forum of Cultures (Barcelona 2004) to include the Second Session of the WUF in the agenda of the Universal Forum of Cultures and that the Kingdom of Spain has agreed to host the WUF;

CONSIDERING that the organisational and financial aspects of the WUF have been set down in a Memorandum of Understanding to this effect, signed on 24th March 2003, between UN-HABITAT, the Municipality of Barcelona and the Universal Forum of Cultures.

UN-HABITAT and the Kingdom of Spain (henceforth referred to as the “Host State”), do hereby agree on the following:

Article I. Venue and date of the WUF

The Second Session of the WUF shall take place in the City of Barcelona, Spain, at the facilities designated to that effect in the area dedicated to the Universal Forum of Cultures, between 13th and 17th September 2004.

²² Entered into force provisionally on 15 September 2004, in accordance with article IX.

Article II. Participation in the WUF

1. Participation in the Second Session of the WUF shall be open, according to the appointment or invitation that may be made by the UN-HABITAT Executive Director, to the participation of;

(a) All Member States of the United Nations or of any specialised agency or of the International Atomic Energy Agency;

(b) Representatives of organisations that have received a permanent invitation from the General Assembly to participate as observers in the sessions and in the work of all the international conferences convened under the auspices of the General Assembly, pursuant to General Assembly Resolutions 3237 (XXIX) of 22nd November 1974, and 43/177, of 15th December 1988;

(c) Representatives of specialised agencies of the United Nations, agencies connected thereto and of other intergovernmental United Nations bodies;

(d) Other interested intergovernmental organisations, which shall participate in the capacity of observers;

(e) Relevant non-governmental organisations recognized as consultative bodies by the Economic and Social Council and Habitat Agenda partners, accredited in conformity with General Assembly Resolution 55/194, of 5th January 2001, which shall participate in the capacity of observers. To the effect of the provisions of section III of Resolution 55/194, reference to the Preparatory Committee for the United Nations Conference on Human Settlements (Habitat II), contained in paragraph 2, shall be construed as made to all the Member States of HABITAT, and reference to the Committee comprised of the Desk of the Preparatory Committee and the Secretariat, contained in the same paragraph, shall be understood as made to the UN-HABITAT Executive Director and to the Ministry of Foreign Affairs and Co-operation of the Host State.

(f) Other persons invited by the UN-HABITAT Executive Director and the Host State.

2. The United Nations Secretary-General and the UN-HABITAT Executive Director shall appoint the United Nations members of staff designated to attend the Second Session of the WUF in order to provide services therein.

3. The public sessions of the Second Session of the WUF shall be open to media representatives accredited by the United Nations, at the latter's discretion, after prior consultation with the Host State.

Article III. Police protection

The Host State shall provide, at its expense, the necessary police protection to guarantee efficient functioning of the WUF in an atmosphere of security and peace, free from any type of interference whatsoever. Although these police services shall be under the supervision and direct control of a senior official appointed by the Host State, this senior official shall act in close co-operation with a senior official appointed by UN-HABITAT.

Article IV. Local staff for the WUF

The Host State shall appoint a liaison officer with UN-HABITAT who shall be in charge, in consultation with UN-HABITAT, of making, at its expense, whatever administrative and staff arrangements are necessary for the good functioning of the WUF in accordance with this Agreement.

Article V. Responsibility

1. The Host State shall assume responsibility for any action, claim or complaint against the United Nations or its staff deriving from:

(a) Personal injuries or material damages or losses at the WUF premises provided by the Host State, the City of Barcelona or the Universal Forum of Cultures, or are under their control;

(b) Personal injuries or material damages or losses caused by transport services, or deriving from the use of transport services, made available to the WUF by the Host State, the City of Barcelona or the Universal Forum of Cultures.

(c) Use by the WUF of staff provided by the Host State, the City of Barcelona or the Universal Forum of Cultures.

2. The Host State shall exonerate UN-HABITAT and its staff from responsibility with regard to any action, claim or complaint of such nature.

Article VI. Privileges and immunities

1. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13th February 1946, of which the Kingdom of Spain is a party without any reservations since 31st July 1974, shall be applicable to the WUF. Specifically, representatives of States taking part in the Second Session of the WUF shall enjoy the privileges and immunities provided for in Article IV of the Convention, United Nations members of staff, including UN-HABITAT members of staff, who exercise duties in relation with the WUF, shall enjoy the privileges and immunities provided for in Articles V and VII of the Convention, and experts on a United Nations Mission related to the WUF shall enjoy the privileges and immunities provided for in Articles VI and VII of the Convention.

2. Representatives of specialised or connected agencies shall enjoy the privileges and immunities provided for in the Convention on the Privileges and Immunities of the United Nations or the Agreement on the Privileges and Immunities of the International Atomic Energy Agency, as appropriate.

3. Participants referred to in subsection b) of paragraph 1 of Article II above shall enjoy immunity of jurisdiction in respect of spoken or written statements and acts carried out by them in relation to their participation in the Second Session of the WUF. Participants referred to in subsections d), e) and f) of paragraph 1 of Article II above shall enjoy immunity of jurisdiction in respect of verbal statements made and acts carried out by them in relation to their participation in the Second Session of the WUF.

4. All persons mentioned in Article II shall be entitled to request entry into and exit from the Kingdom of Spain, and shall not be prevented from travelling to and from the WUF

area. They shall be granted facilities for speedy travel. Visas and entry and exit permits, where necessary, shall be issued at no cost, as speedily as possible pursuant to current legislation and observing, in particular, the international obligations assumed by the Host State.

5. With regard to the application of the Convention on the Privileges and Immunities of the United Nations, the facilities of the WUF shall be considered United Nations facilities and access to them shall be subject to the authority and control of the United Nations. The facilities shall be inviolable for the duration of the WUF and for the period necessary to conclude pending matters.

6. All persons mentioned in Article II above shall be entitled to take out of the Kingdom of Spain, upon their exit therefrom, and with no reservations, any surplus balance from the funds they had brought into the Kingdom of Spain in relation with the WUF, and reconvert such funds at the current market exchange rate.

7. The Host State shall allow the temporary duty-free importation of any equipment, including technical equipment, brought by the media representatives, and shall exempt from import taxes and duties any material necessary for the WUF. The Host State shall issue UN-HABITAT without delay with all the necessary import and export permits to this effect. The entirety of this equipment must be re-exported after the end of the WUF, unless other agreements with the Host State are in place.

8. It is understood that the privileges and immunities provided for in this article are accorded in the interest of the United Nations, including UN-HABITAT, and not to the benefit of the individuals themselves. The United Nations Secretary-General has the right and the obligation to waive the immunity of any of the persons mentioned in article II above, in any case in which, in his or her opinion, such immunity would impede the course of justice and it can be waived without prejudice to the interests of the United Nations, including UN-HABITAT.

Article VII. Financial obligations

Besides the financial responsibilities provided for in other articles of this Agreement, the Host State shall defray the additional real costs incurred in by holding the WUF in the Kingdom of Spain instead of at the UN-HABITAT headquarters, as is provided for under the "Memorandum of Understanding between the United Nations Human Settlements Programme and the Municipality of Barcelona/Universal Forum of Cultures with regard to the organisational, logistical and financial arrangements for the Second Session of the World Urban Forum Barcelona 2004".

Article VII.²³ Settlement of disputes

Any dispute between UN-HABITAT and the Host State concerning the interpretation or application of this Agreement that is not settled through negotiation or another agreed form of settlement shall be submitted, at the request of either party, for its definitive decision, to a tribunal of three arbitrators, namely, one appointed by the United Nations Secretary-General, one appointed by the Host State, and a third one - who shall be the president - to be chosen by the other two arbitrators. If one of the parties has not appointed an arbitrator within 60 days from the date of the other party's appointment, or if these two

²³ Secretariat note: [Sic]

arbitrators do not agree on the third arbitrator within 60 days from their own appointment, the President of the International Court of Justice can make any necessary appointment, at the request of either party. Nevertheless, any dispute involving matters subject to the Convention on the Privileges and Immunities of the United Nations shall be dealt with in accordance with Section 30 of the mentioned Convention.

Article IX. Final provisions

1. This Agreement may be amended by written agreement between UN-HABITAT and the Host State.

2. This Agreement shall be provisionally applicable from the date of signature thereof and shall enter into force on the date of receipt of the last of the notifications by virtue of which the parties inform each other of the respective fulfilment of the corresponding legal and procedural requirements.

Signed in Barcelona on 15th September 2004, in four copies, in English and Spanish, both versions being equally authentic.

For the United Nations Human
Settlements Programme
(UN-HABITAT):

[Signed] ANNA K. TIBAIJUKA

Executive Director

For the Kingdom of Spain:

[Signed] MARÍA ANTONIA TRUJILLO
RINCON

Minister of Housing

**B. TREATIES CONCERNING THE LEGAL STATUS OF
INTERGOVERNMENTAL ORGANIZATIONS
RELATED TO THE UNITED NATIONS**

**1. Status of the Convention on the Privileges and Immunities of the
Specialized Agencies.²⁴ Approved by the General Assembly of the
United Nations on 21 November 1947**

During 2004, no States acceded to the Convention. As at 31 December 2004, there were 110 States parties to the Convention.²⁴

The following State party undertook to apply the provisions of the Convention to the following specialized agency:

<i>Date of receipt of instrument of application</i>	<i>States</i>	<i>Specialized agencies</i>
6 October 2004	Trinidad and Tobago	IFC

²⁴ For the list of the States parties, see *Multilateral Treaties Deposited with the Secretary-General* (United Nations publication, Sales No. E.05.V.3, S T/LEG/SER.E/23), vol. I, chap. III.

2. International Labour Organization

Cooperation agreement between the International Labour Organization and the African Development Bank and the African Development Fund²⁵

COOPERATION AGREEMENT dated this twelfth day of May, 2004 between the International Labour Organization (hereinafter referred to as "ILO"), of the one part, and the African Development Bank and the African Development Fund (hereinafter collectively referred to as the "ADB"), of the other part.

THE PARTIES TO THIS COOPERATION AGREEMENT:

CONSIDERING that the mandate of the ADB is to contribute to the economic development and social progress of African countries ("Regional Countries"), individually and jointly, assisting the Regional Countries to break the vicious cycle of poverty, through facilitating and mobilising the flow of external and domestic resources, public and private, promoting investment and providing technical assistance and policy advice;

CONSIDERING that the ILO contributes to the improvement of social justice through the promotion of international labour standards, full productive quality employment, and decent work for all.

RECOGNIZING that the ILO is seeking to enhance its cooperation and partnership with the ADB to facilitate the development and implementation of coordinated and coherent policies and strategies in its overall endeavour to promote these objectives in African countries;

MINDFUL that the ADB as a regional development bank and the ILO as a specialised agency of the UN have complementary roles;

CONSCIOUS that both organizations should draw upon all their resources in their common areas of competence, to ensure that, in the context of a global strategy for economic and social development, economic and social policies are mutually reinforcing components in order to create broad-based sustainable development;

DESIROUS of developing and strengthening cooperation with respect to matters of common concern, and more particularly, the development, in their common member countries, of policies that emphasize the importance of increasing full and productive employment and incomes, economic integration and cooperation, enterprise promotion, labour law and labour administration, development of effective labour markets and labour market information systems, human resources development, good governance, labour standards and the respect of fundamental principles and rights at work, gender issues, social protection and social dialogue as part of the general process of enabling participatory economic and social development;

CONVINCED that the development and strengthening of such cooperation would be of mutual benefit to both organisations and would enhance cooperation among their Member States;

HAVE AGREED AS FOLLOWS:

²⁵ Entered into force on 12 May 2004, in accordance with article X.

Article I. Purpose and scope

1. The purpose of the present Cooperation Agreement is to facilitate collaboration between the ILO and the ADB in matters of common interest to them and particularly in the following activities:

a) country level operational work, including technical assistance activities, in accordance with their respective competence and capacities, and their respective priorities;

b) promotion of networking among development institutions in the region using formal as well as informal mechanisms;

c) the development of policies and procedures including those concerned with employment promotion, international labour standards and fundamental principles and rights at work, gender, social protection, and social dialogue.

d) research studies on matters within the competence of the ILO which the ADB or the ILO may need from time to time;

e) human resource development and training, including joint staff training activities as appropriate, and a programme of cooperation between the Joint African Institute and the ILO International Training Centre in Turin.

f) mutual cooperation in all other aspects which are consistent with the objectives of both organizations and the spirit of this agreement.

2. Any activity carried out by the ILO or the ADB pursuant to this Agreement shall be consistent with the policies, rules and regulations of each organization.

Article II. Mutual consultation

The ILO and the ADB shall maintain regular consultations on issues of strategic importance such as the social dimensions of economic development, and other matters of common interest for the purpose of furthering the effective achievement of the objectives they have in common and to ensure the greatest possible coordination of activities with a view to maximizing complementarity and mutual support.

Article III. Implementation mechanism

To facilitate implementation of this Cooperation Agreement, the parties hereto shall establish close cooperation between their respective staff to ensure the achievement of the objectives of this Cooperation Agreement, and to this end shall meet on a regular basis to plan and agree, as appropriate, on specific cooperative activities. Activities to be carried out pursuant to this Cooperation Agreement shall be subject to prior written agreement delineating the respective administrative and financial responsibilities of all parties concerned.

Article IV. Exchange of information

The ILO and the ADB commit themselves to exchange information on their respective policies, plans and activities in the African region on issues of converging interest. The ILO and the ADB shall combine their efforts to use their data and information to the best effect and to ensure the most efficient utilization of their resources in the collection, analysis, publication and diffusion of such information, subject to such arrangements as may be necessary for safeguarding the confidential character of any part thereof.

Article V. Reciprocal representation

The ILO shall invite representatives of the ADB to attend annual meetings of the International Labour Conference and participate whenever appropriate at such other regional meetings of the ILO in which the ADB has expressed an interest. The ADB shall invite the ILO as a guest to the annual meetings of the Board of Governors and to send observers to or to be represented at such other appropriate meetings established by the ADB in which the ILO has expressed an interest. Invitations shall be subject to the rules and procedures applicable to the respective meeting or conference.

Article VI. Selection of the ILO as an executing or implementing agency

The ILO is uniquely qualified to provide technical assistance, advice and training in many areas of expertise relating to its four strategic objectives which are: to promote and realize standards and fundamental principles and rights at work; create greater opportunities for women and men to secure decent employment and income; enhance the coverage and effectiveness of social protection for all; and strengthen social dialogue. It therefore may be engaged to implement ADB-financed loan and grant activities in these areas through a single source selection procedure, when this is in the mutual interest of the parties concerned.

Article VII. Channel of communication and notices

1. For the purpose of facilitating the implementation of this Cooperation Agreement, the channel of communication for the parties shall be:

(a) For the ILO:

Mail Address:

ILO Regional Office
01 BP 3960 Abidjan
01 Cote d'Ivoire
Tel: (225) 20 21 26 39
Fax:(225) 20 21 28 80
Internet: www.ilo.org

(b) For the Bank and the Fund:

Mail Address:

African Development Bank
01 BP 1387
ABIDJAN 01
Cote d'Ivoire
Tel: (225) 20 20 41 41
Fax: (225) 20 20 40 70
Internet: www.afdb.org

2. For the purpose of this Cooperation Agreement, the focal points of the parties shall be:

- (a) For the ILO: Head of Regional Programming Unit
- (b) For the ADB: Manager, Partnership and Cooperation Division

3. Either party may, by notice in writing to the other party, designate additional representatives or substitute other focal points for those designated in this Article.

4. Any notice, request or other communication under this Cooperation Agreement shall be in writing and shall be deemed to have been duly given or made when it has been delivered by hand, mail, cable, telex or telefax, as the case may be, by either party to the other at the address specified in the Agreement or such other address as either party may notify to the other party.

Article VIII. Supplementary arrangements and amendments

The parties to this Cooperation Agreement may by a simple exchange of letters enter into supplementary arrangements within the scope of this Cooperation Agreement, or amend any provision herein contained.

Article IX. Cost sharing arrangements

Costs or expenses relating to, or arising from, activities undertaken pursuant to this Cooperation Agreement shall be borne by one or both parties in accordance with the written agreements to be reached by the parties in advance of the implementation of the activities.

Article X. Entry into force, modification and termination

1. The present Agreement cancels and replaces the Agreement between the ILO and the African Development Bank and the Memorandum of Understanding on Working Arrangements between the ILO and the African Development Bank and the African Development Fund, signed on 18 April 1977, as well as any subsequent modifications.

2. The present Agreement will enter into force on the date on which it is signed by the authorized representatives of the ILO and the ADB.

3. The present agreement may be modified by an appropriate written amendment signed by both parties and annexed to this agreement.

4. The present agreement may be terminated by the written consent of the two parties or by either party giving the other party six (6) months written notice.

IN WITNESS WHEREOF, the International Labour Organization, the African Development Bank and the African Development Fund, each acting through its duly authorized representative, have signed this Agreement on the date first above written in two original counterparts in the English language.

For the African Development Bank
and the African Development Fund:

[Signed] OMAR KABBAJ
President

For the International Labour Organization:

[Signed] JUAN SOMAVIA
Director General

3. International Atomic Energy Agency

Status of the Agreement on the Privileges and Immunities of the International Atomic Energy Agency, 1959²⁶

In 2004, the status of the Agreement remained unchanged with 73 States parties.

4. World Bank

Agreement between the Government of the Russian Federation and the International Bank for Reconstruction and Development regarding the Resident Mission of the International Bank for Reconstruction and Development in the Russian Federation. Washington, 29 September 1996.²⁷

The Government of the Russian Federation
and

The International Bank for Reconstruction and Development

HAVING regard to the Articles of Agreement of the International Bank for Reconstruction and Development, in particular the provisions of Article VII thereof, and also to the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies of November 21, 1947,

TAKING INTO ACCOUNT that in order to efficiently conduct its activities in the Russian Federation the International Bank for Reconstruction and Development has established a Resident Mission in the Russian Federation,

DESIRING to conclude an agreement regarding the operation of Resident Mission of the International Bank for Reconstruction and Development in the Russian Federation,

AGREE as follows:

Article I. Use of terms

For the purposes of this Agreement:

- (a) "Government" means the Government of the Russian Federation;
- (b) "The Bank" means the International Bank for Reconstruction and Development;

²⁶ INF/CIRC/9/Rev.2. For the list of States parties to the Agreement, see the website of the IAEA at <http://www.iaea.org>.

²⁷ Entered into force on 9 November 2004, in accordance with article XIV.

- (c) “Articles of agreement” means the Articles of Agreement of the Bank;
- (d) “Resident Mission” means the Resident Mission of the Bank in the Russian Federation and includes the main mission in Moscow and any additional missions that may be established with the agreement of the Government at other locations in the Russian Federation;
- (e) “Premises of the Resident Mission” means the buildings and parts of buildings, and the land ancillary thereto, used for the official purposes of the Resident Mission;
- (f) “Officers and Employees of the Resident Mission” means all officers and employees referred to in the Articles of Agreement, appointed or assigned by the Bank to the Resident Mission;
- (g) “Resident Representative” means the principal executive officer of the Resident Mission appointed by the Bank, including any officer appointed to act on his behalf during his absence from duty;
- (h) “Dependents” means the dependents of Officers and Employees of the Resident Mission, and includes their spouses, children, parents and other members of the family forming part of their households who are primarily dependent on such personnel for financial support;
- (i) “Members of the household staff” means persons, other than nationals of the Russian Federation, employed as domestic staff of Officers and Employees of the Resident Mission;
- (j) “Archives of the Resident Mission” means all records, correspondence, documents and other materials, including manuscripts, still and moving pictures and films, sound recordings, computer programs and written materials, video tapes and discs, as well as discs or tapes containing dates belonging to or held by or on behalf of the Resident Mission;
- (k) “Meetings convened by the Bank” means meetings of the Bank or the Resident Mission, including any international conference or other gathering convened by the Bank or the Resident Mission, and any commission, committee or subgroup of any such meetings;
- (l) “Property and assets of the Resident Mission” means all property and assets referred to in the Articles of Agreement, and vested by the Bank in the Resident Mission.

Article II. Certain immunities of the Bank and the Resident Mission

Section 1. The Bank, its Officers and Employees, shall enjoy in the territory of the Russian Federation the privileges, exemptions and immunities set forth in Article VII of the Bank’s Articles of Agreement and in the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies of 1947.

Section 2. Actions may be brought against the Bank only in accordance with Section 3 of Article VII of the Articles of Agreement.

Section 3. Property and assets of the Resident Mission, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation or any other form of seizures by executive or legislative action.

Section 4. The Archives of the Resident Mission, wheresoever located and by whomsoever held, shall be inviolable.

Article III. The Resident Mission

Section 1. In addition to the main mission in Moscow, the Bank, with the -agreement of the Government, may establish additional missions at other locations in the Russian Federation. The Government shall, If requested, assist the Bank in obtaining premises necessary for the Resident Mission and facilities required for the activities of the Resident Mission. The Government shall also assist the Bank in obtaining real estate which may be necessary for the official purposes of the Resident Mission and its Officers and Employees.

Section 2. The Resident Mission shall be headed by a Resident Representative and shall be staffed with such other personnel appointed or assigned by the Bank.

Section 3. The Resident Mission shall be entitled to display the flag and the emblem of the Bank on its Premises, including the residence of the Resident Representative, and on the means of transport of the Resident Representative.

Article IV. Inviolability of the premises of the Resident Mission

Section 1. The Premises of the Resident Mission shall be inviolable and shall be under the control and authority of the Bank. No representatives of the authorities of the Russian Federation shall enter the Premises of the Resident Mission to perform any duties therein except with the consent of, and under conditions agreed to by, the Bank or the Resident Mission. Such consent may be assumed in the case of fire. The circumstances and the manner in which any such authorities may enter the Premises of the Resident Mission in connection with fire prevention shall be agreed with the Government by the Bank or the Resident Mission.

Section 2. The Bank shall have the power to make rules and regulations operative within the Resident Mission for the full and independent exercise of its activities and performance of its functions.

Section 3. Without prejudice to the terms of this Agreement, the Bank shall prevent the Premises of the Resident Mission from becoming a refuge from justice for persons seeking to avoid arrest or service of legal process under the laws of the Russian Federation.

Article V. Protection of the Resident Mission

The Government shall take all appropriate measures to protect the Premises of the Resident Mission against any intrusion or damage and to prevent any disturbance of law and order in the Resident Mission. The Resident Mission shall be accorded the same protection as that accorded to diplomatic missions in the Russian Federation. If requested by the Bank or the Resident Mission, the Government shall provide a sufficient number of police for the restoration of law and order in the Resident Mission and for the removal of offenders.

Article VI. Immunities from taxation

The Resident Mission, its assets, property, income and its operations and transactions authorized by the Articles of Agreement, shall be immune from all taxation (including

mandatory charges, such as for social security for its Officers and Employees) and from all customs duties, it being understood, however, that the Resident Mission will not claim exemptions from taxes which are, in fact, no more than charges for specific services rendered, and that the Bank will provide to the Officers and Employees of the Resident Mission who are nationals of the Russian Federation and who are not eligible for social security or similar benefits from the Bank, remuneration arrangements that take into account the lack of such benefit. Any goods and articles acquired in the Russian Federation or imported by the Resident Mission under such immunity may be disposed of locally, subject to terms agreed upon with the Government. The Resident Mission shall also be immune from liability for the collection or payment of any tax or duty.

Article VII. Services

Section 1. The Government shall assist the Bank in obtaining services required to maintain the Premises of the Resident Mission in a condition suitable for the effective discharge of the functions of the Resident Mission.

Section 2. The Government shall ensure that the Resident Mission is provided, on terms no less favorable than those accorded to any other international organization or diplomatic mission in the Russian Federation, with the necessary services, including post, telephone, telegraph, electricity, gas, water, sewerage, drainage, collection of refuse and fire protection, of a quality not inferior to that provided to any other international organization or diplomatic mission. In case of any interruption or threatened interruption of any such services the Government shall take appropriate steps to ensure that the activities of the Resident Mission are not prejudiced.

Section 3. Where electricity, gas, water or any other services are supplied by the Government or by authorities under the control of the Government, the Resident Mission shall be charged at rates no less favorable than those charged to other international organizations or diplomatic missions in the Russian Federation.

Section 4. The Government shall, if requested, assist the Bank in obtaining suitable housing accommodation for Officers and Employees of the Resident Mission and their Dependents.

Section 5. The Government shall assist the Resident Mission in obtaining gasoline or other fuels and oils for vehicles and any other means of transport required for the official use of the Bank, including for the use of Officers and Employees of the Bank, in quantities and at rates prevailing for other international organizations or diplomatic missions in the Russian Federation.

Article VIII. Financial facilities

Section 1. The Bank of Russia shall sell to the Bank, in exchange for any convertible currency, the national currency of the Russian Federation in such amounts as the Bank may from time to time require for meeting its expenditures in the Russian Federation, at the official exchange rate of the Bank of Russia no less favorable than that accorded to other International organizations or diplomatic missions in the Russian Federation.

Section 2. The Bank may use the local currency portion of the paid-in capital subscriptions of the Russian Federation to assist it in defraying the local expenses of the Resident

Mission. The Bank may submit requests for encashment of the Government's outstanding demand notes for this purpose from time to time.

Article IX. Freedom of meeting and discussion

The Bank shall have the right to convene meetings in the Premises of the Resident Mission and, with the agreement of the Government, at other locations in the territory of the Russian Federation.

At such meetings, the Government shall guarantee that no impediment is placed in the way of full freedom of discussion and decision.

Article X. Communications

Section 1. The Bank shall enjoy in the Russian Federation treatment no less favorable than that accorded to any other international organization or diplomatic mission in the Russian Federation, in the matter of priorities, rates and charges for telegraph, telexes, facsimile, telephone and other means of communications.

Section 2. The Government shall ensure that the Bank shall be accorded the same rates and treatment as may be granted to any other international organization or diplomatic mission in the Russian Federation with respect to the use of transport facilities.

Section 3. All official communications to and from the Resident Mission by whatever means or in whatever form transmitted shall be immune from censorship and any other form of interception or interference.

Section 4. The Resident Mission shall have the right in the Russian Federation to use codes and to dispatch and receive correspondence and other communications either by courier or in sealed bags which shall have immunities and privileges no less favorable than those accorded to diplomatic couriers and bags. The installation and use by the Resident Mission of a wireless transmitter, however, shall only be made with the prior consent of the Government.

Section 5. The Bank may, with the prior consent of the Government, install and operate in the Russian Federation point-to-point telecommunication facilities and other communications and transmission facilities as may be necessary to facilitate communications with the Resident Mission both from within and outside the Russian Federation.

Article XI. Transit and residence

Section 1. The Government shall take all measures required to facilitate the entry into residence in and departure from the Russian Federation, and freedom of movement in the Russian Federation of the following persons entering the Russian Federation on official business:

(i) Officers and Employees of the Resident Mission and their Dependents and Members of their household staff; and

(ii) Other persons officially invited by the Bank or the Resident Mission in connection with official activities of the Bank in the Russian Federation. The Bank or the Resident Mission shall communicate the names of such persons to the Government.

The persons referred to above shall have the same freedom of movement within the territory of the Russian Federation, subject to its laws and regulations concerning access to units and other locations which require a special authorization, and the same treatment in respect of traveling facilities, as is accorded to officials of comparable rank of diplomatic missions.

Section 2. The Government shall exempt from any restrictions on the entry of aliens or the conditions of their stay, persons, other than Members of household staff, referred to in Section 1 of Article XI of this Agreement. These persons shall be exempt from immigration restrictions and alien registration and from registration formalities for the purposes of immigration control. The Bank shall cooperate with the Government to avoid any prejudice to the national security of the Russian Federation.

Section 3. The Government shall take appropriate steps and issue to its concerned officials, general instructors to grant visas to any persons, other than Members of household staff, referred to in Section 1 of Article XI of this Agreement without delay and without payment of any charges. Officers and Employees of the Resident Mission and their Dependents shall be granted multiple Russian visas for the period of their official stay in the Russian Federation.

*Article XII. Privileges and immunities of officers and employees
of the Resident Mission*

Section 1. Officers and Employees of the Resident Mission shall enjoy in the Russian Federation the following privileges and immunities:

(a) immunity from legal process with respect to acts performed by them in their official capacity;

(b) exemption from taxation including mandatory charges, such as for social security on or in respect of salaries and emoluments paid by the Bank;

(c) the same privileges in respect of exchange facilities as are accorded to officials of comparable rank of diplomatic missions;

(d) the same repatriation facilities in time of international crises, together with their Dependents and Members of their household staff, as are accorded to diplomatic agents; and

(e) the right to customs facilities with respect to articles for personal use imported into and exported from the Russian Federation as are granted to officials of comparable rank of diplomatic missions by the customs laws of the Russian Federation.

Section 2. Other than nationals of the Russian Federation, Officers and Employees of the Resident Mission, their Dependents and Members of their household staff shall be exempt from national service obligations in the Russian Federation. Officers and Employees of the Resident Mission, who are nationals of the Russian Federation, shall be exempt from national service obligations in the Russian Federation, provided that their names have, by reason of their duties, been placed upon a list compiled by the Bank and approved by the appropriate authorities of the Russian Federation. Should other Officers and Employees of the Resident Mission, who are nationals of the Russian Federation, be called up for national service, the Russian Federation shall at the request of the Bank, grant

such temporary deferments in the call-up of such Officers and Employees as may be necessary to avoid interruption in the continuation of essential work of the Resident Mission.

Section 3. Other than nationals of the Russian Federation, the Dependents of Officers and Employees of the Resident Mission shall be accorded opportunity to take employment in the Russian Federation, and shall be promptly provided by the Government with any clearances or documents that may be required for this purpose.

Section 4. In addition to the immunities, exemptions and privileges specified in Sections 1 to 3 of this Article, the Resident Representative (including any officer acting on behalf of the Resident Representative during the latter's absence from duty) and the spouse and dependents of the Resident Representative shall be accorded the privileges, immunities, exemptions and facilities accorded in the Russian Federation to diplomatic agents in accordance with international law supplemented by practice in the Russian Federation.

Section 5. The Bank shall communicate to the Government the names of those Officers and Employees of the Bank, their Dependents and Members of the household staff to whom the provisions of the present Article are applicable.

Section 6. The Officers and Employees of the Resident Mission shall be provided by the Government with a special identity card which shall serve to identify the holder to the authorities of the Russian Federation and to certify that the holder enjoys the privileges and immunities specified in this Agreement.

Section 7. The privileges and immunities set out in paragraphs (c), (d) and (e) of Section 1 of Article XII shall not apply to Officers and Employees of the Resident Mission or their Dependents who are nationals of the Russian Federation, or stateless persons and foreigners having permanent residence in the territory of the Russian Federation.

Section 8. The privileges, immunities, exemptions and facilities accorded in this Agreement are granted in the interests of the Bank and not for the personal benefit of the individuals themselves. The Bank may in its discretion waive any of the privileges and immunities conferred under the Articles of Agreement of the Bank, the Convention on the Privileges and Immunities of the Specialized Agencies of November 21, 1947, and this Agreement, to such extent and upon such conditions as it may determine.

Section 9. The Bank shall use its best efforts to ensure that the privileges, immunities, exemptions and facilities conferred by this Agreement are not abused and for this purpose shall establish such rules and regulations as it may deem necessary and expedient. Should the Government consider that an abuse has occurred, consultations shall be held between the Government and the Bank to determine whether any such abuse has occurred and, if so, to ensure that no repetition occurs.

Article XIII. Settlement of disputes

All issues concerning the interpretation or application of this Agreement shall be settled by the Parties through appropriate consultations. If a dispute cannot be resolved in such a way, the Parties will agree on other means to achieve a decision.

Article XIV. Final provisions, entry into force and termination

Section 1. This Agreement shall apply on an interim basis upon signature and shall enter into force upon exchange of notifications of execution of internal procedures required for its entry into force.

Section 2. At the request of either the Government or the Bank, consultations shall take place respecting the implementation or modification of this Agreement. The Government and the Bank may enter into such supplementary agreements as may be necessary for the implementation of this Agreement.

Section 3. This Agreement shall remain in force for a year from the date a Party informs the other Party in writing of its intention to terminate it.

Section 4. Relevant provisions of this Agreement shall continue to be applied after its termination within a period reasonably required for the settlement of the affairs of the Bank and the disposal of its property in the Russian Federation.

Done in Washington, this 29th day of September, 1995 in duplicate, in Russian and in English, both texts being equally authentic.

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

For the Government of the Russian
Federation:

[Signed]

BY VLADIMIR POTANIN

First Deputy Prime Minister

For the International Bank for
Reconstruction and Development:

[Signed]

BY JOHANNES LINN

Regional Vice President
Europe and Central Asia

5. International Monetary Fund

Agreement between the Government of the Russian Federation and the International Monetary Fund regarding the Resident Representative Office of the International Monetary Fund in the Russian Federation.

Hong Kong, 24 September 1997.²⁸

The Government of the Russian Federation and the International Monetary Fund,

HAVING regard to the Articles of Agreement of the International Monetary Fund, in particular, the provisions of Article IX thereof, and also to the provisions of the United Nations Convention on the Privileges and Immunities of the Specialized Agencies of November 21, 1947,

TAKING INTO ACCOUNT that, in order to efficiently conduct its activities in the Russian Federation, the International Monetary Fund has established a Resident Representative Office in the Russian Federation,

²⁸ Entered into force on 9 November 2004, in accordance with article XIV.

DESIRING to conclude an agreement regarding the operation of Resident Representative Office and other activities of the International Monetary Fund in the Russian Federation,

AGREE as follows:

Article I. Use of terms

For the purposes of this Agreement:

- (a) "Government" means the Government of the Russian Federation;
- (b) "The Fund" means the International Monetary Fund;
- (c) "Articles of Agreement" means the Articles of Agreement of the Fund;
- (d) "Resident Representative Office" means the Resident Representative Office of the Fund in the Russian Federation;
- (e) "Premises of the Resident Representative Office" means the buildings and parts of buildings, and the land ancillary thereto, used for the official purposes of the Resident Representative Office;
- (f) "Officers and Employees of the Resident Representative Office" means all officers and employees referred to in the Articles of Agreement, appointed or assigned by the Fund to the Resident Representative Office;
- (g) "Senior Resident Representative" means the principal executive officer of the Resident Representative Office appointed by the Fund, including any officer appointed to act on his behalf during his absence from duty;
- (h) "Dependents" means the dependents of Officers and Employees of the Resident Representative Office, and includes their spouses, children, parents and other members of the family forming part of their households who are primarily dependent on such personnel for financial support;
- (i) "Members of household staff" means persons, other than nationals of the Russian Federation, employed as domestic staff of Officers and Employees of the Resident Representative Office;
- (j) "Meetings convened by the Fund" means meetings of the Fund or the Resident Representative Office, including any international conference or other gathering convened by the Fund or the Resident Representative Office, and any commission, committee or subgroup of any such meetings.

Article II. The Resident Representative Office

Section 1. The Resident Representative Office shall be headed by a Senior Resident Representative and shall be staffed with such other personnel appointed or assigned by the Fund.

Section 2. The Fund shall be entitled to display the flag and the emblem of the Fund on the Premises of the Resident Representative Office as well as the residence of the Senior Resident Representative, and on the means of transport of the Senior Resident Representative.

Section 3. The Government shall, if requested, assist the Fund in obtaining property to serve as the Premises and other facilities of the Resident Representative Office and as

may be necessary for any other official purposes of the Resident Representative Office and its Officers and Employees.

Article III. Privileges and immunities of the Fund

Section 1. The Fund shall enjoy in the territory of the Russian Federation the privileges, exemptions and immunities set forth in Article IX of the Fund's Articles of Agreement and in the provisions of the United Nations Convention on the Privileges and Immunities of the Specialized Agencies of 1947.

Section 2. The Fund, through the Resident Representative Office, and the assets, property, income and operations and transactions of the Fund authorized by the Articles of Agreement, shall be immune from all taxation and mandatory charges, with the exception of those that are charges for specific services rendered. The Fund will provide to the Officers and Employees of the Resident Representative Office who are nationals of the Russian Federation and who are not eligible for medical or pension schemes or similar benefits from the Fund, remuneration arrangements that take into account the lack of such benefits. Neither the Fund nor the Resident Representative Office shall be liable for the collection or payment of any tax or duty.

Section 3. The Fund, through the Resident Representative Office, shall be exempt from all customs duties, taxes and fees in respect of goods and articles, including publications, imported or exported for official use, with the exception of those that are charges for specific services rendered. Any goods and articles acquired in the Russian Federation or imported by the Resident Representative Office under such immunity may be disposed of locally, subject to terms agreed upon with the Government.

Article IV. Inviolability of the premises of the Resident Representative Office

Section 1. The Premises of the Resident Representative Office shall be inviolable and shall be under the control and authority of the Fund. No representatives of the authorities of the Russian Federation shall enter the Premises of the Resident Representative Office to perform any duties therein except with the consent of, and under conditions agreed to by, the Fund or the Resident Representative Office. Such consent may be assumed in the case of fire. The circumstances and the manner in which any such authorities may enter the Premises of the Resident Representative Office in connection with fire prevention shall be agreed between the Government and the Fund or the Resident Representative Office.

Section 2. The Fund shall have the power to make rules and regulations operative within the Resident Representative Office for the full and independent exercise of its activities and performance of its functions.

Section 3. Without prejudice to the terms of this Agreement, the Fund shall prevent the Premises of the Resident Representative Office from becoming a refuge from justice for persons seeking to avoid arrest or service of legal process under the laws of the Russian Federation.

Article V. Protection of the Resident Representative Office

The Government shall take all appropriate measures to protect the Premises of the Resident Representative Office against any intrusion or damage and to prevent any distur-

bance of law and order in the Resident Representative Office. The Resident Representative Office shall be accorded the same protection as that accorded to diplomatic missions in the Russian Federation. If requested by the Fund or the Resident Representative Office, the Government shall provide a sufficient number of police for the restoration of law and order in the Resident Representative Office and for the removal of offenders.

Article VI. Communications

Section 1. All official communications to and from the Resident Representative Office by whatever means or in whatever form transmitted shall be immune from censorship and any other form of interception or interference.

Section 2. The Resident Representative Office shall have the right in the Russian Federation to use codes and to dispatch and receive correspondence and other communications either by courier or in sealed bags which shall have immunities and privileges no less favorable than those accorded to diplomatic couriers and bags. The use by the Resident Representative Office of a wireless transmitter shall only be made on the basis of legislative and legal regulatory acts of the Russian Federation.

Section 3. The Resident Representative Office may, with the prior consent of the Government, install and operate in the Russian Federation point-to-point telecommunication facilities and other communications and transmission facilities as may be necessary to facilitate communications with the Resident Representative Office both from within and outside the Russian Federation.

Article VII. Transit and residence

Section 1. The Government shall take all measures required to facilitate the entry into, residence in and departure from the Russian Federation, and freedom of movement in the Russian Federation, of the following persons entering the Russian Federation on official business:

(i) Officers and Employees of the Resident Representative Office and their Dependents and Members of their household staff;

(ii) officers and employees of the Fund on mission in the Russian Federation or in transit therein, including technical assistance experts assigned to work in the Russian Federation;

(iii) other experts under the Fund's technical assistance program who are assigned to work in the Russian Federation, whose names shall be communicated by the Fund to the Government; and

(iv) other persons officially invited by the Fund or the Resident Representative Office in connection with official activities of the Fund in the Russian Federation. The Fund or the Resident Representative Office shall communicate the names of such persons to the Government.

The person, referred to above shall have the same freedom of movement within the territory of the Russian Federation, subject to its laws and regulations concerning access to units and other locations which require a special authorization, and the same treatment in respect of traveling facilities, as are accorded to officials of comparable rank of diplomatic missions.

Section 2. The Government shall exempt from any restrictions on the entry of aliens or the conditions of their stay any persons referred to in Section 1 of this Article, other than Members of household staff. These persons shall be exempt from immigration restrictions and alien registration and from registration formalities for the purposes of immigration control. The Fund shall cooperate with the Government to avoid any prejudice to the national security of the Russian Federation.

Section 3. The Government shall take appropriate steps, and issue to its concerned officials, general instructions to grant visas to any persons referred to in Section 1 of this Article who are not nationals of the Russian Federation, other than Members of household staff, without delay and without payment of any charges. Officers and Employees of the Resident Representative Office and their Dependents shall be granted multiple-entry Russian visas for the period of their official stay in the Russian Federation.

Article VIII. Freedom of meeting and discussion

The Fund shall have the right to convene meetings in the Premises of the Resident Representative Office, and, with the agreement of the Government, at other locations in the territory of the Russian Federation. At such meetings, the Government shall guarantee that no impediment is placed in the way of full freedom of discussion and decision.

Article IX. Privileges and immunities of Fund officials

Section 1. Officers and Employees of the Resident Representative Office, technical assistance experts referred to in Article VII, Section 1 (ii) and (iii) above, and other Fund officials while on mission in the Russian Federation or in transit therein, shall enjoy the following privileges and immunities:

(a) immunity from legal process with respect to acts performed by them in their official capacity;

(b) exemption from taxation and mandatory charges, such as contributions to medical and pension schemes, on or in respect of salaries and emoluments paid by the Fund;

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

(d) the same privileges in respect of exchange facilities as are accorded to officials of comparable rank of diplomatic missions;

(e) the same repatriation facilities in time of international crises, together with their Dependents and Members of their household staff, as are accorded to diplomatic agents; and

(f) the right to customs facilities with respect to articles for personal import into and exported from the Russian Federation as are granted to officials of comparable rank of diplomatic missions by the customs laws of the Russian Federation.

The privileges and immunities set out in paragraphs (c), (d), (e) and (f) above shall not apply to any persons who are nationals of the Russian Federation, or either stateless persons or foreigners having permanent residence in the territory of the Russian Federation, and were hired locally to perform services in the Resident Representative Office.

Section 2. Officers and Employees of the Resident Representative Office, their Dependents and Members of their household staffs shall be exempt from military and national service obligations in the Russian Federation, unless they are nationals of the Russian Federation. Officers and Employees of the Resident Representative Office who are nationals of the Russian Federation shall be exempt from military and national service obligations in the Russian Federation, so long as their names have, by reason of their duties, been placed upon a list compiled by the Fund and approved by the appropriate authorities of the Russian Federation. Should other Officers and Employees of the Resident Representative Office who are nationals of the Russian Federation be called up for military and national service, the Russian Federation shall, at the request of the Fund, grant such temporary deferments in the call-up of such Officers and Employees as may be necessary to avoid interruption in the continuation of essential work of the Resident Representative Office.

Section 3. The Dependents of Officers and Employees of the Resident Representative Office who are not nationals of the Russian Federation shall be accorded opportunity to take employment in the Russian Federation, and shall be promptly provided by the Government with any clearances or documents that may be required for this purpose.

Section 4. In addition to the immunities, exemptions and privileges specified in Sections 1 to 3 of this Article, the Senior Resident Representative (including any officer acting on behalf of the Senior Resident Representative during the latter's absence from duty) and the spouse and dependents of the Senior Resident Representative shall be accorded the privileges, immunities, exemptions and facilities accorded in the Russian Federation to heads of diplomatic missions in accordance with international law supplemented by practice in the Russian Federation.

Section 5. The Fund shall communicate to the Government the names of those Officers and Employees of the Resident Representative Office, their Dependents and Members of the household staff to whom the provisions of the present Article are applicable.

Section 6. The Officers and Employees of the Resident Representative Office shall be provided by the Government with a special identity card which shall serve to identify the holder to the authorities of the Russian Federation and to certify that the holder enjoys the privileges and immunities specified in this Agreement. The Government shall, upon request of the Fund, issue to any Fund official on mission to the Russian Federation or in transit therein a travel document certifying that the holder is entitled to the privileges and immunities set forth in this Agreement.

Section 7. The privileges, immunities, exemptions and facilities accorded in this Agreement to Officers and Employees of the Resident Representative Office and other Fund officials are granted in the interests of the Fund and not for the personal benefit of the individuals themselves. The Fund shall have the right and the duty to waive any immunity from legal process conferred under this Agreement on any Officer or Employee of the Resident Representative Office or other official where, in its opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the Fund.

Section 8. The Fund shall use its best efforts to ensure that the privileges, immunities, exemptions and facilities conferred by this Agreement are not abused and for this purpose shall establish such rules and regulations as it may deem necessary and expedient. Should the Government consider that an abuse has occurred, consultations shall be held between

the Government and the Fund to determine whether any such abuse has occurred and, if so, to ensure that no repetition occurs.

Article X. Settlement of disputes

All issues concerning the interpretation or application of this Agreement shall be settled by the Parties through appropriate consultations. If a dispute cannot be resolved, in such a way, the Parties shall agree on other means to achieve a decision.

Article XI. Final provisions, entry into force and termination

Section 1. This Agreement shall apply on an interim basis upon signature and shall enter into force upon execution of internal procedures required for its entry into force.

Section 2. At the request of either the Government or the Fund, consultations shall take place respecting the implementation or modification of this Agreement. The Government and the Fund may enter into such supplementary agreements as may be necessary for the Implementation of this Agreement.

Section 3. This Agreement shall expire one year from the date a Party Informs the other Party in writing of its intention to terminate it

Section 4. Relevant provisions of this Agreement shall continue to be applied after its termination within a period reasonably required for the settlement of the affairs of the Fund and the disposal of its property in the Russian Federation.

Done in Hong Kong, this 24 day of September, 1997 in duplicate, in Russian and in English, both texts being equally authentic.

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

[Signed]

For the Government of the Russian
Federation

[Signed]

For the International Monetary Fund