

Revised partial draft

AGREEMENT BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF
IRAN REGARDING THE ESTABLISHMENT IN IRAN OF THE HEADQUARTERS
OF THE UNITED NATIONS RESEARCH AND TRAINING INSTITUTE FOR
THE ADVANCEMENT OF WOMEN

Preamble

Whereas the General Assembly of the United Nations by its resolution 31/135 of 16 December 1976 endorsed the decision of the Economic and Social Council, contained in resolution E/1998 (LX) of 12 May 1976, to establish an International Research and Training Institute for the Advancement of Women, and accepted with appreciation the offer of the Government of Iran to act as host of the Institute;

Therefore the United Nations and the Government of Iran agree as follows:

[Article I]

[Premises and Facilities]

[Article II]

[Financial Arrangements]

[Article III]

[Services to be Provided by the Government]

Article IV

Liability

It shall be the responsibility of the Government of Iran to deal with any action or claim which may be brought in Iran against the Institute or its personnel, and to hold the United Nations and its personnel harmless in case of any such liabilities or claims resulting from operations under this Agreement, except where it is agreed by the parties hereto that the liability or claim arises from gross negligence or wilful misconduct by the Institute or its personnel.

Article V
Privileges and Immunities

1. 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 Government of Iran acceded on 8 May 1947, shall be fully applicable to the Institute including its activities, premises, property and personnel. In particular, the following specific provisions shall be applicable in respect of the Institute:

- (a) All members of the staff of the Institute being United Nations officials, except those who are recruited locally and are assigned to hourly rates, shall enjoy the privileges and immunities provided under Articles V and VII of the Convention.
- (b) Members of the Board who are not officials of the United Nations or of a specialized agency of the United Nations, shall enjoy the privileges and immunities provided for experts on mission for the United Nations under Articles VI and VII of the Convention.
- (c) Fellowship holders of the Institute shall enjoy in Iran immunity from legal process in respect of words spoken or written and all acts performed by them in connexion with their functions at the Institute.
- (d) Any other person invited by the Institute on official business shall enjoy such privileges and immunities as are necessary for the effective performance of their functions in connexion with the Institute.
- (e) The premises and space of the Institute referred to in Article I above, shall be deemed to constitute United Nations premises for the purpose of the Convention, and as such shall be inviolable and subject to the authority and control of the United Nations. Scientific apparatus, equipment, educational materials or articles, and supplies, shall be imported to and exported from the Institute without restrictions, prohibitions, customs duties and other duties or taxes. It is understood, however, that such articles and goods shall not be sold or traded in Iran, except under conditions agreed with the Government.

2. Without prejudice to the Convention on the Privileges and Immunities of the United Nations, the Government of Iran undertakes to accord to all members of the Board and fellowship holders such facilities and courtesies as may be required for the independent exercise of their functions in connexion with the Institute.

3. All persons referred to in this Article shall have the right of transit to and from Iran and of sojourn there as required for the discharge of their functions in connexion with the Institute. They shall be accorded facilities for speedy travel and visas, where required, shall be granted promptly and free of charge.

Article VI

Settlement of Disputes

By way of implementation of Article VIII, Section 29, of the Convention on the Privileges and Immunities of the United Nations, and taking into account Article VIII, Section 30 of the Convention, the Parties agree that any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provisions of the Convention on the Privileges and Immunities of the United Nations, shall, unless the Parties otherwise agree, be submitted to a tribunal of three arbitrators, one of whom shall be appointed by the United Nations, one by the Government of Iran, 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 question 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 VII

General Provisions

1. This Agreement shall enter into force upon signature by both Parties

2. This Agreement shall remain in force until _____ .
The Parties shall initiate consultations not later than one year before the Agreement expires with a view to continuing the co-operation between them with regard to the Institute. In this connexion consideration shall be given to the possibility of extending the Agreement for a further period.

3. This Agreement may be modified by a subsequent written agreement between the parties. Full and sympathetic consideration shall be given by either party to any request for such modification.

4. This Agreement may be terminated by either party. Written notice of termination is required, and the Agreement shall terminate ninety days after the receipt of such notice, except that the Agreement shall not terminate before the end of an academic year during which the notification is received.

IN FAITH WHEREOF, the undersigned, duly authorized representatives of, respectively, the United Nations and the Government of Iran, have signed this Agreement in two original copies in English.

For the United Nations

Place _____

Date _____

For the Government of Iran

Place _____

Date _____

Additional draft Article for the Agreement regarding the
Establishment in Iran of the Headquarters of the United
Nations Research and Training Institute for the Advance-
ment of Women

Article

Protection of the Institute

(a) The appropriate Iranian authorities shall exercise due diligence to ensure that the tranquility of the premises of the Institute is not disturbed by any person or group of persons attempting unauthorized entry into or creating disturbances in the immediate vicinity of the premises, and shall provide on the boundaries of the premises such police protection as may be required for these purposes.

(b) If so requested by the Director, the appropriate Iranian authorities shall provide a sufficient number of police for the preservation of law and order in the premises.