

No. 2815

**INTERNATIONAL LABOUR ORGANISATION
and
MEXICO**

Agreement regarding the establishment of a Field Office at Mexico City and the privileges and immunities necessary for its operation. Signed at Mexico City, on 5 January 1955

Official text: Spanish.

Registered by the International Labour Organisation on 1 April 1955.

**ORGANISATION INTERNATIONALE DU TRAVAIL
et
MEXIQUE**

Accord relatif à l'établissement d'un Centre d'action à Mexico et aux privilèges et immunités nécessaires au fonctionnement de ce Centre. Signé à Mexico, le 5 janvier 1955

Texte officiel espagnol.

Enregistré par l'Organisation internationale du Travail le 1^{er} avril 1955.

[TRANSLATION — TRADUCTION]

No. 2815. AGREEMENT¹ BETWEEN THE INTERNATIONAL LABOUR ORGANISATION AND THE GOVERNMENT OF THE UNITED STATES OF MEXICO REGARDING THE ESTABLISHMENT OF A FIELD OFFICE AT MEXICO CITY AND THE PRIVILEGES AND IMMUNITIES NECESSARY FOR ITS OPERATION. SIGNED AT MEXICO CITY, ON 5 JANUARY 1955

WHEREAS

The International Labour Organisation, in accordance with the preamble to its Constitution² and with the Declaration concerning its aims and purposes adopted at Philadelphia on 10 May 1944, recognises the obligation to further among the nations of the world programmes which will achieve full employment and the raising of standards of living, the employment of workers in the occupations in which they can have the satisfaction of giving the fullest measure of their skill and attainments and make their greatest contribution to the common well-being ;

With the object of implementing such programmes it has been considered appropriate to establish at Mexico City a Field Office, the scope of which shall extend to the region which is more particularly described in article II ;

The Governing Body of the International Labour Office has approved the principle of establishing such a Field Office in the said region ;

The Government of the United States of Mexico, having been consulted, has approved its establishment at Mexico City and has offered for this purpose the facilities generally granted to international organisations ;

It is necessary to conclude a formal Agreement with the object of determining the status of the Mexico Field Office,

The Government of the United States of Mexico (hereinafter referred to as "the Government"), represented by Mr. Adolfo López Mateos, Minister of Labour and Social Security, of the first part, and

The International Labour Office (hereinafter referred to as "the Office"), represented by Mr. Luis Alvarado, Assistant Director-General of the International Labour Office, of the second part,

Hereby agree as follows :

¹ Came into force on 5 January 1955, as from the date of signature, in accordance with article VI.

² United Nations, *Treaty Series*, Vol. 15, p. 35 ; Vol. 18, p. 386 ; Vol. 20, p. 307, and Vol. 191, p. 359.

Article I

ESTABLISHMENT AND FUNCTIONS OF THE FIELD OFFICE

The Government authorises the Office to establish a Field Office at Mexico City. Its functions shall be to furnish, at the request of the Governments concerned, technical assistance coming within the scope of the activities of the International Labour Organisation, as defined by its Constitution, and technical assistance in conformity with the principles governing the Expanded Technical Assistance Programme of the United Nations and its specialised agencies.

Article II

SCOPE

The scope of the activity of the Field Office shall extend to Mexico, the Republics of Central America and of the Caribbean area and any other Republics which may be added for reasons of practical convenience. The Director-General will inform the Mexican Government in advance of any addition or any other change affecting the scope of activity of the Field Office.

Article III

JURIDICAL PERSONALITY

The Field Office shall possess juridical personality. It shall have the capacity

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

Article IV

PROPERTY

The Field Office and its property and assets shall enjoy immunity from legal process except in so far as in any particular case the Office has expressly waived its immunity. It is, however, understood that no waiver of immunity shall extend to any measure of execution.

The premises of the Field Office and its archives shall be inviolable and its official correspondence and communications shall not be subject to any censorship.

The Field Office may freely hold funds or currency of any kind and operate accounts in any currency ; it may freely transfer these funds or currency from Mexico to other countries and *vice versa* and within the territory of Mexico, and convert any currency held by it into any other currency.

The Field Office, its assets, income and other movable property shall be exempt :

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

(b) From customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the Field Office for its official use ; it is understood, however, that articles imported under such exemption will not be sold in Mexican territory except under conditions agreed to with the Government ;

(c) From customs duties and prohibitions and restrictions on imports and exports in respect of its publications and those which it may receive from the International Labour Office.

Article V

STATUS OF THE STAFF

The staff of the Field Office shall be immune from legal process in respect of acts performed by them in their official capacity.

Those members of the staff of the Field Office who are not of Mexican nationality shall be exempt from all taxation on the salaries and emoluments which they receive from the International Labour Office and shall also have the right to import free of duty their furniture and personal effects at the time of first taking up their posts in Mexico.

In addition to the immunities and privileges for which provision is made herein, the Director of the Field Office and those officials from the grade of Member of Division upwards who are on the establishment of the Field Office and are not of Mexican nationality shall have such privileges, exemptions and facilities as are accorded in international law and practice and are compatible with Mexican legislation.

In the exercise of all the rights conferred on it under the foregoing provisions, the Office shall have due regard to any representation made by the Government of Mexico

The privileges and immunities for which provision is made in this Agreement are granted for the purpose of carrying into effect the aims of the International Labour Organisation and not for the personal benefit of its officials. The Director-General of the Office shall have the right and the duty to waive the immunity of any official in any case where such immunity would impede the course of justice and can be waived without prejudice to the interests of the Organisation.

Article VI

FINAL PROVISIONS

1. This Agreement shall enter into force on the date of its signature.
2. This Agreement may be revised by agreement between the Government and the Office, and either party may terminate it by giving ninety days' notice in writing to the other.

IN WITNESS WHEREOF the undersigned, the duly authorised representatives of the Government and the Office, have signed this Agreement at Mexico City this fifth day of January nineteen hundred and fifty-five in two copies in Spanish.

For the Government of the United States of Mexico :

(Signed) Adolfo LÓPEZ MATEOS

Minister of Labour and Social Security

For the International Labour Office :

(Signed) Luis ALVARADO

Assistant Director-General of the International Labour Office