

No. 12654

FRANCE
and
INTERGOVERNMENTAL COUNCIL
OF COPPER EXPORTING COUNTRIES

Agreement regarding the headquarters of the Intergovernmental Council of Copper Exporting Countries and its privileges and immunities on French territory (with annex). Signed at Paris on 15 May 1970

Authentic text: French.

Registered by France on 6 July 1973.

FRANCE
et
CONSEIL INTERGOUVERNEMENTAL
DES PAYS EXPORTATEURS DE CUIVRE

Accord relatif au siège du Conseil intergouvernemental des pays exportateurs de cuivre et à ses privilèges et immunités sur le territoire français (avec annexe). Signé à Paris le 15 mai 1970

Texte authentique: français.

Enregistré par la France le 6 juillet 1973.

[TRANSLATION—TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE INTERGOVERNMENTAL COUNCIL OF COPPER EXPORTING COUNTRIES REGARDING THE HEADQUARTERS OF THE INTERGOVERNMENTAL COUNCIL OF COPPER EXPORTING COUNTRIES AND ITS PRIVILEGES AND IMMUNITIES ON FRENCH TERRITORY

The Government of the French Republic and the Intergovernmental Council of Copper Exporting Countries,

Considering that the permanent headquarters of the Intergovernmental Council of Copper exporting Countries, hereinafter called “the Organization”, has been established in Paris,

Desiring to regulate, by this Agreement, all questions relating to the establishment of the permanent headquarters of the Organization in Paris and consequently to define its privileges and immunities in France,

Have appointed as their representatives for this purpose:

The Government of the French Republic: Mr. Maurice Ulrich, Minister Plenipotentiary, Head of the Department of Economic Cooperation,

The intergovernmental Council of Copper Exporting Countries: Mr. Sacha Gueronik, Executive Director of the Intergovernmental Council of Copper Exporting Countries,
who have agreed as follows:

Article 1. The Government of the French Republic recognizes the legal personality of the Organization and its capacity to contract, to acquire and dispose of movable and immovable property necessary for its activities and to institute legal proceedings.

Article 2. The headquarters of the Organization shall comprise the premises it occupies or may occupy for the purpose of carrying out its activities, not including premises used as living quarters by its staff.

Article 3. 1. The headquarters shall be inviolable. Officers and officials of the French Republic shall not enter the headquarters to discharge any official duty save with the consent or at the request of the Executive Director or his representative.

2. The Organization shall not permit its headquarters to become a refuge for persons being prosecuted for a crime or offence committed in *flagrante delicto* or against whom a warrant of arrest or a deportation order has been issued by the competent French authorities.

¹ Came into force on 9 February 1973, i.e. 30 days after the date (10 January 1973) of the second notification by which each Party informed the other of the completion of their respective formalities of approval, in accordance with article 18 (2).

Article 4. The property and assets of the Organization shall be immune from seizure, confiscation, requisition, expropriation or any other form of administrative or legislative restraint.

Article 5. 1. The Organization may, without being subject to any financial controls, regulations or moratoria:

- (a) receive and hold funds and foreign currency of all kind and have accounts in any currency and in any country,
- (b) freely transfer its funds and foreign currency within French territory or from France to another country and vice versa.

2. In exercising its rights under this article, the Organization shall take into account all representations made to it by the Government of the French Republic.

Article 6. The Organization, its assets, income and other property shall be exempt from all direct taxation. This exemption shall not, however, extend to charges for services rendered.

Article 7. Buildings acquired by the Organization for operating purposes shall be exempt from the registration tax and the tax on real estate advertisements.

Article 8. The Organization shall pay, under general laws and regulations, all indirect taxes which form part of the cost of goods sold and services rendered to it.

Nevertheless, turnover taxes levied by the State in respect of large purchases of operating equipment by the Organization for its official use and in respect of publications issued in connexion with the Organization's functions shall be reimbursed under conditions to be agreed between the Organization and the competent French authorities.

Article 9. Furniture, furnishings and office supplies imported or exported by the Organization which are essential to its operations, and publications pertaining to its functions shall be exempt from customs duties and turnover taxes.

The import and export of articles belonging to the categories of goods specified in the preceding paragraph shall also be exempt from all prohibitions or restrictions.

Articles imported under such exemption may not be transferred or loaned in French territory save on conditions previously agreed upon by the competent French authorities.

Article 10. Except where it is not in the interest of national security, the French Government undertakes to authorize the entry into France of the following persons without delay and without charge for visas, and their stay in France for the term of their duty or mission with the Organization:

- (a) representatives of member Governments attending sessions of the various organs of the Organization or conferences and meetings called by it,
- (b) members of the staff of the Organization and their families.

Article 11. 1. Members of the staff of the Organization permanently included in categories I and II as specified in the annex to this Agreement shall

be exempt from all taxes on the salaries and emoluments paid to them by the Organization.

2. The Executive Director of the Organization shall, provided that he engages in no remunerated activity unrelated to his official duties, be exempt from the movable property tax in respect of his principal place of residence and from taxes levied on any income derived from outside sources.

Article 12. 1. The staff members of the Organization referred to in the annex to this Agreement shall enjoy:

(a) immunity from legal process in respect of all acts performed by them in their official capacity; this immunity shall not extend to violations of traffic regulations by staff members of the Organization or to damage caused by a motor vehicle belonging to them or driven by them.

(b) in the case of staff members who formerly resided abroad, the right to import free of duty their furniture and personal effects at the time of their installation in France;

(c) special residence permits issued by the competent French authorities for themselves and their spouses and minor children;

(d) in time of international crisis, the same facilities for repatriation as are granted to members of diplomatic missions.

2. In addition, members of the Organization belonging to categories I and II as specified in the annex to this Agreement shall benefit from arrangements for the temporary importation of their automobile.

3. The provisions of paragraph 1 (a) and (d) of this article shall apply to representatives and experts of member Governments during the time they are in France for the purpose of participating in the work of the Organization.

Article 13. The privileges and immunities referred to in this Agreement are granted in the interest of the efficiency of the Organization. The General Assembly, the Executive Director or the Governments appointing the representatives and experts referred to in article 12, paragraph 3, shall agree to waive the immunity of any staff member where such immunity might impede the course of justice and provided it can be waived without prejudice to the interests of the Organization.

The Organization shall co-operate, on a continuing basis with the competent French authorities to facilitate the proper administration of justice, compliance with police regulations and to prevent any abuse in connexion with the exercise of the immunities and facilities provided for in articles 3-12 of this Agreement.

Article 14. The Government of the French Republic shall be under no obligation to grant to French nationals or to permanent residents in France the privileges and immunities referred to in articles:

- 11, paragraphs 1 and 2
- 12, paragraph 1 (b), (c) and (d)
- 12, paragraph 2.

Article 15. Any dispute between the Government of the French Republic and the Organization concerning the interpretation or application of this

Agreement which is not settled by negotiation shall be referred for final decision without the right of appeal to a tribunal composed of:

- One arbitrator appointed by the Government of the French Republic;
- One arbitrator appointed by the Organization;
- One arbitrator appointed by those two or, if they should fail to agree on the choice of the third, by the President of the International Court of Justice.

Article 16. 1. Any dispute arising out of the interpretation or execution of written contracts to which the Organization is party, with the exception of those concluded under the terms of the staff regulations, shall be submitted to private arbitration at the request of the other party. The arbitration procedure shall be that provided by French law.

2. The decision rendered as a result of the arbitration shall be executed in accordance with the regulations in force in France.

Article 17. The Organization shall inform the Government of the French Republic of any amendments to its statute.

Article 18. 1. This Agreement is concluded for the period during which the Organization has its headquarters in France. It may be denounced by either of the Contracting Parties on one year's notice.

2. This Agreement shall be approved by the Government of the French Republic and by the Organization and each shall notify the other upon completion of their respective formalities of approval.

It shall come into force thirty days after the date of the second such notification.

DONE in Paris in two copies, both in the French language, on 15 May 1970.

For the Government of the French Republic:

M. ULRICH

For the Intergovernmental Council of Copper Exporting Countries:

S. GUERONIK

ANNEX

The Organization shall have four categories of staff, as follows:

- I. The Executive Director, that is, the person appointed by the members of the Organization as its chief executive officer;
- II. The officials of the Organization, that is, persons other than the Executive Director who hold positions of responsibility in fields relating to the administrative and technical activities of the Organization;
- III. The employees, that is, persons performing duties in the administrative or technical departments of the Organization;
- IV. Service staff, that is, persons employed as domestic staff of the Organization, not including those employed as domestics by individual staff members of the Organization.

This annex shall constitute an integral part of the Agreement.