

No. 14839

**UNITED NATIONS
and
JAPAN**

Agreement regarding the Headquarters of the United Nations University (with agreed minutes, memorandum of understanding and exchanges of notes of 14 May and 18 June 1976). Signed at New York on 14 May 1976

Authentic texts of the Agreement, agreed minutes, memorandum of understanding and exchange of notes of 14 May 1976: English.

Authentic texts of the exchange of notes of 18 June 1976: Japanese and English.

Registered ex officio on 22 June 1976.

**ORGANISATION DES NATIONS UNIES
et
JAPON**

Accord relatif au siège de l'Université des Nations Unies (avec procès-verbal approuvé, mémorandum d'accord et échanges de notes des 14 mai et 18 juin 1976). Signé à New York le 14 mai 1976

Textes authentiques de l'Accord, du procès-verbal approuvé, du mémorandum d'accord et de l'échange de notes du 14 mai 1976 : anglais.

Textes authentiques de l'échange de notes du 18 juin 1976 : japonais et anglais.

Enregistré d'office le 22 juin 1976.

AGREEMENT¹ BETWEEN THE UNITED NATIONS AND JAPAN REGARDING THE HEADQUARTERS OF THE UNITED NATIONS UNIVERSITY

The United Nations and Japan,

Considering that the General Assembly of the United Nations, by resolution 2951 (XXVII) of 11 December 1972,² decided to establish the United Nations University and, by resolution 3081 (XXVIII) of 6 December 1973,³ adopted the Charter of the United Nations University and decided that the University Centre of the United Nations University should be located in the Tokyo metropolitan area in Japan;

Considering that the United Nations University, as an organ of the United Nations, enjoys the benefits provided by the Charter of the United Nations, and by the Convention on the Privileges and Immunities of the United Nations, and also those provided by the Charter of the United Nations University;

Considering that it is desirable to conclude an agreement, complementary to the foregoing instruments, with a view to regulating questions not fully dealt with therein which may arise as a result of the decision regarding the location of the headquarters of the United Nations University;

With a view to enabling the United Nations University at its headquarters in Japan to discharge fully and effectively its responsibilities and fulfill its purposes in co-operation and harmony with the Government and people of Japan;

Have agreed as follows:

Article I. DEFINITIONS

Section 1. For the purpose of this Agreement:

- (a) "the University" means the United Nations University;
- (b) "the Government" means the Government of Japan;
- (c) "the Rector" means the Rector of the University, or in his absence any other official designated to act on his behalf in respect of the University headquarters, to be notified to the Government by the Rector or by the Secretary-General of the United Nations;
- (d) "the headquarters seat" means:
 - (i) the building or buildings, or a part thereof, and any land ancillary thereto used exclusively for the purposes of the University headquarters; and
 - (ii) any other building or land which may be additionally or temporarily included therein in accordance with this Agreement or by supplemental agreement with the Government;
- (e) "General Convention" means the Convention on the Privileges and Immunities of the United Nations approved by the General Assembly of the United Nations on 13 February 1946.⁴

¹ Came into force on 22 June 1976, the date of deposit of the instrument of acceptance by the Government of Japan with the Secretary-General of the United Nations, in accordance with section 32.

² United Nations, *Official Records of the General Assembly, Twenty-seventh Session, Supplement No. 30 (A/8730)*, p. 35.

³ *Ibid.*, *Twenty-eighth Session, Supplement No. 30 (A/9030)*, p. 40.

⁴ United Nations, *Treaty Series*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).

Article II. THE HEADQUARTERS SEAT

Section 2. 1. The permanent headquarters of the University shall be in the headquarters seat, and shall not be removed therefrom, in whole or in part, unless:

- (a) the United Nations so decides, provided that transfer to a new headquarters seat in Japan shall take place only with the agreement of the Government; or
- (b) the University requests to transfer to a new headquarters seat in the Tokyo metropolitan area, and the Government agrees; or
- (c) the Government requests the University to transfer to a new headquarters seat in the Tokyo metropolitan area, or with the agreement of the United Nations to a new headquarters seat in Japan outside the Tokyo metropolitan area, provides fully suitable premises for the University headquarters, and defrays the costs of the transfer.

2. Any building, or a part thereof, in Japan which may be used with the concurrence of the Government exclusively for meetings convened by the University, other than meetings convened by the research and training centres or programmes of the University, shall be temporarily regarded as a part of the headquarters seat as far as section 6 is concerned.

Section 3. 1. The Government shall make available to the University a provisional headquarters seat for its use, with the furnishings and equipment initially necessary, as determined by the Government after consultation with the University.

2. Subsequently, the Government shall make available to the University a permanent headquarters seat for its use, within the limits of its offer regarding its contribution towards the establishment of the University headquarters in the Tokyo metropolitan area.

3. The University shall be responsible for the maintenance and reasonable care of the headquarters seat and its furnishings and equipment, and for the public utilities and services provided under section 8 of this Agreement. The Government shall be responsible for prevention and repair of structural damage of the headquarters seat.

Section 4. Matters related to any research and training centre or programme which the University may set up in Japan and to any such centre or programme located in Japan which may be incorporated into the University's framework shall be dealt with in a separate agreement between the Government and the University.

Article III. LEGAL STATUS OF THE HEADQUARTERS SEAT

Section 5. The headquarters seat shall be under the control and authority of the University as provided in this Agreement.

Section 6. 1. The headquarters seat shall be inviolable. No officer or official of Japan, or other person exercising any public authority within Japan, shall enter the headquarters seat to perform any official duties therein except with the consent of the Rector, or at his request. The consent of the Rector shall, however, be assumed in case of fire or other emergency requiring prompt protective action, or in the event that the Japanese authorities have reasonable cause to believe that such an emergency has occurred or is about to occur in the headquarters seat.

2. The University shall prevent the headquarters seat from being used as a refuge by persons who are avoiding arrest under any law of Japan, who are required by the Government for extradition to another country, or who are endeavouring to avoid service of legal process.

Article IV. PROTECTION OF THE HEADQUARTERS SEAT

Section 7. The Government shall use its best efforts within the laws and regulations of Japan to protect the headquarters seat against any person or group of persons attempting unauthorized entry into or purposely disturbing the tranquility of the headquarters seat in its immediate vicinity.

Article V. PUBLIC SERVICES IN THE HEADQUARTERS SEAT

Section 8. 1. The Government shall use its best efforts, in consultation with the University, to ensure that the headquarters seat shall be supplied with the necessary public utilities and services, including, without limitation by reason of this enumeration, electricity, water, sewerage, gas, post, telephone, telegraph, local transportation, drainage, collection of refuse and fire protection, and that such public utilities and services shall be supplied on equitable terms.

2. The Rector shall, upon request, make suitable arrangements to enable the appropriate public service bodies to inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers within the headquarters seat.

Article VI. COMMUNICATIONS AND PUBLICATIONS

Section 9. 1. All official communications directed to the University, or to any of its personnel at the headquarters seat, and all outward official communications of the University, by whatever means or in whatever form transmitted, shall be immune from censorship and from any other form of interception or interference with their privacy. Should there be reasonable cause to believe that apparently official communications contain impermissible or dangerous materials, they may be opened by the Japanese authorities in the presence of a representative of the University; provided, however, that no such representative need be present if those materials appear to present an immediate physical danger.

2. In communicating with organs of the United Nations, its specialized agencies, the International Atomic Energy Agency, the research and training centres and programmes of the University, and the experts on missions for the University referred to in article XIII, the University shall have the right to use codes and to dispatch and receive official correspondence and other official communications by courier or in sealed bags, which shall have the same privileges and immunities as diplomatic couriers and bags.

Section 10. 1. The Government recognizes the right of the University freely to publish within Japan, in the fulfilment of its purpose, such publications as the University considers to be of an official character, and the right of the University to determine without interference by the Government the content of any official broadcast programme which it may arrange to be broadcasted in Japan.

2. It is, however, understood that the University shall respect the laws and regulations of Japan and the international conventions to which Japan is a party, relating to intellectual property.

Article VII. FREEDOM FROM TAXATION

Section 11. 1. The University, its assets, income and other property shall be:

- (a) exempt from all direct taxes; it is understood, however, that the University will not claim exemption from taxes which are, in fact, no more than charges for public utility services;
- (b) exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the University for its offi-

cial use. It is understood, however, that articles imported under such exemption will not be sold in Japan except under conditions agreed with the Government;

(c) exempt from customs duties and prohibitions and restrictions on imports and exports in respect of its publications.

2. While the University will not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property which form part of the price to be paid, nevertheless when the University is making important purchases for official use of property on which such duties and taxes have been charged or are chargeable, the Government will, whenever possible, make appropriate administrative arrangements for the remission or return of the amount of duty or tax.

Article VIII. FINANCIAL FACILITIES

Section 12. 1. Without being restricted by financial controls, regulations or moratoria of any kind,

- (a) the University may hold funds, gold or currency of any kind and operate accounts in any currency;
- (b) the University shall be free to transfer its funds, gold or currency from or to Japan or within Japan and to convert any currency held by it into any other currency.

2. In exercising its rights under the preceding paragraph, the University shall pay due regard to any representations made by the Government in so far as it is considered that effect can be given to such representations without detriment to the interests of the University.

Article IX. SOCIAL SECURITY

Section 13. 1. The University shall be exempt from all compulsory contributions to, and the personnel of the University headquarters shall not be required by the Government to participate in, any social security scheme of Japan.

2. The Government shall, under conditions to be agreed upon, make such provision as may be necessary to enable any member of the personnel of the University headquarters who is not afforded social security coverage by the University to participate, if the University so requests, in any social security scheme of Japan. The University shall, in so far as possible, arrange, under conditions to be agreed upon, for the participation in the Japanese social security system of those locally recruited members of the personnel of its headquarters who do not participate in the United Nations Joint Staff Pension Fund or to whom the University does not grant social security protection at least equivalent to that offered under the laws and regulations of Japan.

Article X. TRANSIT AND RESIDENCE

Section 14. 1. The Government shall take all necessary measures to facilitate the entry into, sojourn in and transit through Japanese territory of the persons listed below and their spouses and relatives dependent on them, for the purposes of official business of such persons related to the University:

- (a) members of the University Council and its subsidiary bodies;
- (b) the Rector and other personnel of the University headquarters;
- (c) members of advisory bodies set up by the Rector;

- (d) officials of the United Nations, of the United Nations Educational, Scientific and Cultural Organization, of another of the specialized agencies or of the International Atomic Energy Agency, attached to the University or having official business with it;
- (e) personnel of the research and training centres and programmes of the University, personnel of associated institutions, and persons participating in the programmes of the University;
- (f) representatives of other organizations or institutions or other persons invited by the University to the headquarters seat on official business.

The University shall notify the Government of the names of such persons and their spouses and relatives dependent on them, together with other relevant data regarding them. The facilities provided for in this paragraph include granting of visas without charge and as promptly as possible, where required for persons referred to in this paragraph.

2. No act performed by any person referred to in paragraph 1 in his official capacity for the purposes and functions of the University shall constitute a reason for preventing his entry into or departure from the territory of Japan or for requiring him to leave such territory.

3. This section shall not prevent the requirement of reasonable evidence to establish that persons claiming the treatment provided for in this section come within the classes described in paragraph 1.

Article XI. ACADEMIC FREEDOM

Section 15. As provided for in the Charter of the United Nations University, the University enjoys autonomy within the framework of the United Nations and decides freely on the use of the financial resources allocated for the execution of its functions. It shall enjoy the academic freedom required for the achievement of its objectives, with particular reference to the choice of subjects and methods of research and training, the selection of persons and institutions to share in its tasks, and freedom of expression.

Article XII. PERSONNEL OF THE UNIVERSITY HEADQUARTERS

Section 16. 1. The personnel of the University headquarters who are officials of the United Nations shall enjoy the following privileges and immunities:

- (a) 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 notwithstanding that the persons concerned may have ceased to be personnel of the University headquarters;
- (b) exemption from taxation on the salaries and emoluments paid to them by the University;
- (c) exemption, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration;
- (d) the same privileges in respect of exchange facilities as are accorded to the officials of comparable ranks forming part of diplomatic missions to the Government;
- (e) the same repatriation facilities, together with their spouses and relatives dependent on them, in time of international crisis as diplomatic envoys; and
- (f) the right to import free of duty their furniture and effects at the time of first taking up their post in Japan.

2. In addition to the privileges and immunities specified in paragraph 1, and with respect to the personnel of the University headquarters who are officials of the United Nations, who serve at the level of D-1 or above and who are not nationals of or permanently resident in Japan:

- (a) The Government shall accord such personnel the right to import, for personal use, free of customs duties, one automobile every three years, and reasonable quantities of foodstuffs, beverages including alcoholic beverages, tobacco and clothing.
- (b) Where the incidence of any form of taxation depends upon residence, periods during which such personnel are present in Japan for the discharge of their duties shall not be considered as periods of residence.
- (c) Those taxes levied in respect of automobiles acquired and owned by and for the use of such personnel and those levied on gasoline consumed for such automobiles, which shall be agreed upon between the Government and the University, shall be remitted and, for this purpose, the Government shall make appropriate administrative arrangements.

Section 17. In addition to the privileges and immunities specified in section 16, the Rector, if he is not a national of or permanently resident in Japan, shall be accorded, in respect of himself, his spouse and minor children, the privileges and immunities, exemptions and facilities accorded to diplomatic envoys, in accordance with international law.

Section 18. 1. When a person has been appointed as personnel of the University headquarters, the University shall in each case and without delay notify the Government of the names of the person and his spouse and relatives dependent on him who are coming to Japan, and his grade and post in the University headquarters, together with a statement whether or not the person is an official of the United Nations, and other relevant data regarding such person and his spouse and relatives dependent on him who are coming to Japan. The University shall likewise notify the Government, when a person so appointed ceases to be personnel of the University headquarters or an official of the United Nations, of the date of the cessation and the date of departure from Japan of such person and his spouse and relatives dependent on him.

2. The Government shall not be obligated to extend to any person the privileges and immunities provided by this Agreement for the personnel of the University headquarters or their spouses and relatives dependent on them until the Government has been notified of the appointment of such personnel.

3. The Government shall furnish persons within the scope of this article with an identification card bearing the photograph of the holder. This card shall serve to identify the holder in relation to all Japanese authorities.

Article XIII. EXPERTS ON MISSIONS FOR THE UNIVERSITY

Section 19. Experts (other than personnel of the University headquarters coming within the scope of article XII) performing missions for the University shall be accorded such privileges and immunities as are necessary for the independent exercise of their functions during the period of their missions, including the time spent on journeys in connexion with their missions. In particular they shall be accorded:

- (a) immunity from personal arrest or detention and from seizure of their personal baggage;
- (b) in respect of words spoken or written and acts done by them in the course of the performance of their missions, immunity from legal process of every kind. This

- immunity from legal process shall continue to be accorded notwithstanding that the persons concerned are no longer employed on missions for the University;
- (c) inviolability for all papers, documents and other recording materials;
 - (d) for the purpose of their communications with the University, the right to use codes and to receive papers or correspondence by courier or in sealed bags;
 - (e) the same repatriation facilities, together with their spouses and relatives dependent on them, in time of international crisis as diplomatic envoys;
 - (f) the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions; and
 - (g) the same immunities and facilities in respect of their personal baggage as are accorded to diplomatic envoys.

Section 20. 1. When a person has been appointed as an expert on mission for the University and is coming to the University headquarters, the University shall in each case and without delay notify the Government of the names of the person and his spouse and relatives dependent on him who are coming to Japan and the general purpose of his visit to the University headquarters, together with other relevant data regarding such person and his spouse and relatives dependent on him who are coming to Japan. The University shall likewise notify the Government, when a person so appointed ceases to be an expert on mission for the University, of the date of the cessation and the date of departure from Japan of such person and his spouse and relatives dependent on him.

2. The Government shall not be obligated to extend to any person the privileges and immunities provided by this Agreement for the experts on missions for the University or their spouses and relatives dependent on them until the Government has been notified of the appointment of such experts.

3. The Government shall furnish persons within the scope of this article with an identification card bearing the photograph of the holder. This card shall serve to identify the holder in relation to all Japanese authorities.

Article XIV. SETTLEMENT OF DISPUTES

Section 21. The University shall make provisions for appropriate modes of settlement of:

- (a) disputes arising out of contracts or other disputes of a private law character to which the University is a party;
- (b) disputes involving any personnel of the University headquarters who by reason of his official position enjoys immunity, if immunity has not been waived by the Rector on behalf of the Secretary-General of the United Nations.

Section 22. 1. Any dispute between the Government and the University concerning the interpretation or application of this Agreement or of any supplemental agreement, or any question affecting the headquarters seat or the relationship between the Government and the University, which is not settled by negotiation or other agreed mode of settlement, shall be referred for final decision to a tribunal of three arbitrators: one to be appointed by the Minister for Foreign Affairs of Japan, one to be appointed by the Rector, and the third, who shall be chairman of the tribunal, to be appointed by the first two arbitrators. Should the first two arbitrators fail to agree on the third within six months following the appointment of the first two arbitrators, such third arbitrator shall be appointed by the President of the International Court of Justice at the request of the Government or the University.

2. 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.

3. The Secretary-General of the United Nations or the Government may ask the General Assembly to request of the International Court of Justice an advisory opinion on any legal question arising in the course of such proceedings. Pending the receipt of the opinion of the Court, an interim decision of the arbitral tribunal shall be observed by both parties. Thereafter, the arbitral tribunal shall render a final decision, having regard to the opinion of the Court.

4. The final decision of the arbitral tribunal shall contain a statement of the reasons on which it is based and shall be accepted by both parties as the final adjudication of the dispute.

Article XV. GENERAL PROVISIONS

Section 23. Without prejudice to the privileges and immunities accorded by this Agreement, it is the duty of the University and of all persons enjoying such privileges and immunities to observe the laws and regulations of Japan. They also have a duty not to interfere in the internal affairs of Japan.

Section 24. 1. The Rector shall take every precaution to ensure that no abuse of a privilege or immunity conferred by this Agreement shall occur, and for this purpose shall establish such rules and regulations as may be deemed necessary and expedient, for the personnel of the University headquarters and for such other persons as may be appropriate.

2. Should the Government consider that an abuse of a privilege or immunity conferred by this Agreement has occurred, the Rector shall, upon request, consult with the appropriate Japanese authorities to determine whether any such abuse has occurred. If such consultations fail to achieve a result satisfactory to the Government and to the Rector, the matter shall be determined in accordance with the procedure set out in section 22.

Section 25. Privileges and immunities are granted by this Agreement in the interests of the University and not for the personal benefit of the individuals themselves. The Rector on behalf of the Secretary-General of the United Nations shall have the right and the duty to waive the immunity of any individual in any case where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the University. In the case of the Rector, the Secretary-General of the United Nations shall have the right to waive immunity.

Section 26. In the case of abuse of the right of residence committed by any person within the scope of this Agreement in activities in Japan outside his official capacity, he may be required to leave Japan by the Government provided that:

- (a) persons who are entitled to diplomatic privileges and immunities, exemptions and facilities under section 17 shall not be required to leave Japan otherwise than in accordance with the diplomatic procedure applicable to diplomatic envoys accredited to Japan;
- (b) in the case of a person to whom section 17 is not applicable, no order to leave Japan shall be issued unless the Minister for Foreign Affairs of Japan has approved and the Rector has previously been informed.

Section 27. This Agreement shall apply to any person within the scope of this Agreement irrespective of whether the Government maintains or does not maintain diplomatic relations with the State to which such person belongs, and irrespective of whether the State to which such person belongs grants a similar privilege or immunity to diplomatic envoys or nationals of Japan.

Section 28. The provisions of this Agreement shall be complementary to the provisions of the General Convention. In so far as any provision of this Agreement and any provision of the General Convention relate to the same subject matter, the two provisions shall, wherever possible, be treated as complementary so that both provisions shall be applicable and neither shall narrow the effect of the other; but in any case of absolute conflict, the provisions of this Agreement shall prevail.

Section 29. Consultations with respect to modification of this Agreement shall be entered into at the request of the United Nations or the Government. Any such modification shall be made by mutual consent.

Section 30. The Government and the University may enter into such supplemental agreements as may be necessary in addition to those provided for in this Agreement.

Section 31. This Agreement shall cease to be in force:

- (a) by mutual consent of the United Nations and the Government; or
- (b) if the permanent headquarters of the University is removed from the territory of Japan, except for such provisions as may be applicable in connexion with the orderly termination of the operations of the University at its permanent headquarters in Japan and the disposal of its property therein.

Section 32. This Agreement shall enter into force on the date on which the Government deposits its instrument of acceptance with the Secretary-General of the United Nations.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement.

DONE at United Nations Headquarters, in duplicate, in the English language, on this fourteenth day of May, 1976.

For Japan:

[Signed — Signé]¹

For the United Nations:

[Signed — Signé]²

AGREED MINUTES

With reference to section 15 of the Agreement between the United Nations and Japan regarding the headquarters of the United Nations University signed today, the representatives of the United Nations and of the Government of Japan wish to record the understanding that the said section provides for the University academic freedom as guaranteed in Article 23 of the Constitution of Japan.

United Nations Headquarters, 14 May 1976.

For the Government
of Japan:

[Signed — Signé]¹

For the United Nations:

[Signed — Signé]²

MEMORANDUM OF UNDERSTANDING

In the course of the negotiations between the United Nations and Japan relating to the Agreement regarding the headquarters of the United Nations University,

¹ Signed by Isao Abe — Signé par Isao Abe.

² Signed by Erik Suy — Signé par Erik Suy.

understandings were reached between the representatives of the parties concerning the interpretation and application of certain provisions of the Agreement. Those understandings are set forth in the present memorandum. They are as follows:

In relation to paragraph 3 of section 3:

The University will take reasonable measures to protect itself in respect of liability to the Government or third parties which may arise from incomplete performance of its obligations of maintenance and reasonable care of the headquarters seat and furnishings and equipment placed at the disposal of the University by the Government, so that there will be no need to invade the University's endowment fund or divert other contributions made for the purposes of its Charter in order to meet such liabilities.

In relation to section 6:

Notwithstanding the inviolability of the headquarters seat and without prejudice to the privileges and immunities of the University, the University will facilitate the apprehension by the Japanese authorities of persons with respect to whom there is cause for detention under the laws of Japan. It will assist those authorities to obtain any physical evidence in the headquarters seat which is necessary for the prosecution of crime, in such a manner as not to lessen its evidentiary value. The Rector will waive the inviolability of the headquarters area when and to the extent necessary for the foregoing purposes.

In relation to section 7:

The Government, in using its best efforts to protect the headquarters seat, need not necessarily establish a permanent police post in the vicinity thereof, though such a measure is not excluded if required by the circumstances. Provided that effective protection is afforded, the size of the force used and the methods of its organization and activity are the exclusive concern of the Japanese authorities.

In relation to section 10:

The Agreement does not give the University the right to establish or operate any broadcasting station in Japan, and Japanese broadcasters will be free to decide whether to comply with any request by the University to make a broadcast.

In relation to section 12, paragraph 1 (d) of section 16 and paragraph (f) of section 19:

The privileges and facilities relating to financial matters and currency exchange that are accorded by section 12, paragraph 1 (d) of section 16 and paragraph (f) of section 19 are without prejudice to the requirements of the laws and regulations of Japan in respect of licences or other authorizations, which will be applied for when required, and will be granted by the Government in accordance with the provisions of the Agreement.

In relation to section 13:

In execution of the provisions of this section, the Government, with the cooperation of the University, will facilitate the application of the laws and regulations of Japan relating to social security in accordance with the conditions and procedures provided therein and with the following provisions, so long as costs and benefits of United Nations social security schemes and of schemes provided in Japanese laws and regulations retain approximately their present degree of equivalence:

(i) In regard to health insurance, the University will encourage members of the personnel of the University headquarters to participate in a United Nations medical assistance scheme.

(ii) In regard to pension insurance, members of the personnel of the University headquarters will participate in the United Nations Joint Staff Pension Fund un-

less such participation is expressly excluded by United Nations regulations or rules or by their terms of appointment; the provisions of section 13, however, will not be construed as precluding the Japanese personnel of the University headquarters from participating in the national pension scheme.

(iii) In regard to workmen's compensation, members of the personnel of the University headquarters will be covered by the United Nations Rules governing compensation in the event of death, injury or illness attributable to the performance of official duties on behalf of the United Nations (Appendix D of the Staff Rules); should, however, such coverage exceptionally not be afforded to any employee, the University will request the Government to arrange for coverage of that person by Japanese Workmen's Accident Compensation Insurance, and the Government will make the necessary arrangements.

(iv) In regard to employment insurance, as the United Nations does not provide unemployment benefits as such for its staff, the University will not be required to cooperate in affording members of the personnel of the University headquarters coverage by Japanese employment insurance unless the University and the Government so agree.

(v) The University and the Government will hold consultations as necessary in order to give effect to section 13 and the foregoing provisions of this memorandum.

In relation to section 14:

The University shall not insist on the admission to Japan of any person with respect to whom there are reasonable grounds to believe that he will be a danger to the security or public order of Japan. When either party deems it necessary, the University and the Government will hold consultations with regard to the operation of paragraph 1 of this section.

In relation to paragraph 1 of section 14:

In the case of persons to whom this section applies, other than personnel of the University headquarters (see paragraph 1 of section 18) and experts on mission for the University (see paragraph 1 of section 20), the relevant data to be furnished by the University to the Government are: (i) before the intended entry, the sex, nationality, profession, address, expected date of entry into Japan, and the general purpose of their visit to University headquarters; (ii) as soon as possible after their entry, date of birth and address in Japan; and (iii) if and when available to the University, height and weight and photographs of such persons. The University will also furnish to the Government such of the foregoing data as may be available to it regarding their spouses and relatives dependent on them who are coming to Japan.

In relation to paragraph 1 (f) of section 16:

The articles which may be imported free of duty by personnel of the University headquarters who are officials of the United Nations are: (i) furniture and effects, including automobiles, imported by them at the time of first moving to Japan to take up their post, and/or (ii) furniture and effects, including automobiles, shipped at the expense of the University and imported within 18 months from the date of their first arrival in Japan to take up their post.

In relation to paragraphs 1 (f) and 2 (a) of section 16:

It is understood that articles imported under the exemptions granted by paragraphs 1 (f) and 2 (a) of section 16 will not be sold in Japan except under conditions agreed with the Government.

In relation to paragraph 2 (c) of section 16:

The automobile taxes are: (i) the motor vehicle tonnage tax, (ii) the gasoline tax, (iii) the local road tax, (iv) the automobile acquisition tax, (v) the automobile tax and (vi) the light motor vehicle tax.

This section will apply only with respect to those automobiles which are registered with the Ministry of Foreign Affairs, the number of which will be limited to one for each of the personnel referred to in the section.

In relation to section 17:

If the Rector holds the rank of Under-Secretary-General or Assistant Secretary-General, the privileges and immunities accorded under this section will be equivalent to those usually accorded to chiefs of diplomatic missions accredited to Japan. In matters of protocol and courtesy, due account will be taken of his status as a high official of the United Nations rather than a member of the diplomatic corps.

In relation to paragraph 1 of section 18:

In the case of persons to whom this section applies, the relevant data to be furnished by the University to the Government are the sex, nationality, date of birth, address, expected date of entry into Japan, and, if and when available to the University, height and weight, expected address in Japan and photographs of such persons. The University will also furnish to the Government such of the foregoing data as may be available to it regarding their spouses and relatives dependent on them who are coming to Japan.

In relation to paragraph 1 of section 20:

In the case of persons to whom this section applies, the relevant data to be furnished by the University to the Government are the sex, nationality, address, expected date of entry into Japan and the general purpose of his visit to University headquarters, and, if and when available to the University, the date of birth, height and weight, expected address in Japan and photographs of such persons. The University will also furnish to the Government such of the foregoing data as may be available to it regarding their spouses and relatives dependent on them who are coming to Japan.

In relation to section 21:

Without prejudice to the immunities of the Rector, or any personnel of the University headquarters to whom the University may assign chauffeur duties, no immunity will be claimed with respect to travel to or from work by a person granted immunities by this Agreement.

United Nations Headquarters, 14 May 1976.

The Representative
of the Government of Japan:

[Signed — Signé]¹

The Representative
of the United Nations:

[Signed — Signé]²

¹ Signed by Isao Abe — Signé par Isao Abe.

² Signed by Erik Suy — Signé par Erik Suy.

EXCHANGES OF NOTES

Ia

PERMANENT MISSION OF JAPAN TO THE UNITED NATIONS
NEW YORK

United Nations Headquarters, 14 May 1976

Sir,

With reference to section 13 of the Agreement between the United Nations and Japan regarding the headquarters of the United Nations University signed today, I have the honour, on behalf of the Government of Japan, to confirm the following understanding:

The provisions of paragraph 1 of section 13 shall be without prejudice to the application to the personnel of the University headquarters of the national pension scheme of Japan, the contributions to which do not take into account the amount of the salaries and emoluments paid to such personnel by the University.

I have the further honour to request you to be good enough to confirm the foregoing understanding on behalf of the United Nations.

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

[Signed]

ISAO ABE

Ambassador Extraordinary
and Plenipotentiary
Permanent Representative of Japan
to the United NationsMr. Erick Suy
Under-Secretary-General
The Legal Counsel
The United Nations

IIa

UNITED NATIONS

NATIONS UNIES

United Nations Headquarters, 14 May 1976

Your Excellency,

I have the honour to acknowledge the receipt of your note of today's date, the text of which reads as follows:

[See note Ia]

On behalf of the United Nations, I have the honour to confirm the understanding set forth in Your Excellency's Note.

I avail myself of this opportunity to extend to Your Excellency the assurances of my highest consideration.

ERIK SUY
Under-Secretary-General
The Legal Counsel
The United Nations

His Excellency Mr. Isao Abe
Ambassador Extraordinary and Plenipotentiary
Permanent Representative of Japan
to the United Nations

[TRANSLATION¹ — TRADUCTION²]

Tokyo, 18 June 1976

Sir,

[See note IIb]

For the Minister for Foreign Affairs:

[Signed]

YOSHIO OKAWA

Director-General

of the United Nations Bureau

Dr. James M. Hester
Rector
The United Nations University

II b

THE UNITED NATIONS UNIVERSITY

Tokyo, 18 June 1976

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

“With reference to paragraph 2(c) of section 16 of the Agreement between the United Nations and Japan regarding the headquarters of the United Nations University, I have the honour to confirm on behalf of the Government of Japan the following understanding recently reached between the representatives of the Government of Japan and the United Nations University.

The taxes to be remitted under the said paragraph shall be the motor vehicle tonnage tax, the gasoline tax, the local road tax, the automobile acquisition tax, the automobile tax and the light motor vehicle tax provided for in the relevant Japanese tax laws.

I should be grateful if you would confirm the foregoing understanding on behalf of the United Nations University.

I avail myself of this opportunity to extend to you the assurance of my highest consideration.”

I have further the honour to confirm on behalf of the United Nations University the understanding set forth in Your Excellency's Note.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.

[Signed]

JAMES M. HESTER

Rector

His Excellency Mr. Kiichi Miyazawa
Minister for Foreign Affairs of Japan

¹ Translation supplied by the Government of Japan.

² Traduction fournie par le Gouvernement japonais.