

**No. 15000**

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**INTERNATIONAL BAUXITE ASSOCIATION  
and  
JAMAICA**

**Agreement relating to the Headquarters of the International  
Bauxite Association. Signed at Kingston on 5 November  
1975**

*Authentic text: English.*

*Registered by the International Bauxite Association on 25 August 1976.*

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**ASSOCIATION INTERNATIONALE  
DE LA BAUXITE  
et  
JAMAÏQUE**

**Accord relatif au siège de l'Association internationale de la  
bauxite. Signé à Kingston le 5 novembre 1975**

*Texte authentique : anglais.*

*Enregistré par l'Association internationale de la bauxite le 25 août 1976.*

## AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF JAMAICA AND THE INTERNATIONAL BAUXITE ASSOCIATION RELATING TO THE HEADQUARTERS

The Contracting Parties,

Noting the provisions of Article XIV of the Agreement Establishing the International Bauxite Association<sup>2</sup> (hereinafter referred to as “the Association”),

Desiring to conclude an agreement in accordance with paragraph 2 of Article XVI of the aforementioned Agreement,

Have agreed as follows:

### *Article I. USE OF TERMS*

In this Agreement:

(a) “The Agreement” means the Agreement Establishing the International Bauxite Association;

(b) “Archives of the Association” means the records, correspondence, documents, manuscripts, photographs, slides, films, and sound recordings belonging to or held by the Association;

(c) “Competent authorities” means national or other authorities as may be appropriate in the context according to the laws of Jamaica;

(d) “Headquarters of the Association” means the principal place of business of the Association referred to in Article XIV of the Agreement;

(e) “Headquarters premises” means the premises occupied by the Secretariat of the Association in Jamaica and includes buildings or parts of buildings and the land ancillary thereto, irrespective of ownership used for the purposes of the Association, and shall be deemed to include the private residence of the Secretary General;

(f) “The Government” means the Government of Jamaica;

(g) “Member Country” means Member Country of the Association;

(h) “Official of the Secretariat” means any member of the administrative, research or other technical staff of the Secretariat of the Association;

(i) “Property” as used in Article V means all property, including funds and assets belonging to or held or administered by the Association in furtherance of its constitutional functions and, in general, all income accruing to the Association;

(j) “Representatives of Member Countries” means persons on whom a Member Country has conferred that capacity and shall be deemed to include all alternates, advisers, technical experts and secretaries of delegations;

(k) “The Secretary General” means the Secretary General of the Association.

### *Article II. LEGAL PERSONALITY*

1. The Association shall enjoy full legal personality in Jamaica. In particular the Association shall have legal capacity to:

(a) make contracts;

(b) acquire and dispose of real and personal property;

<sup>1</sup> Came into force on 5 November 1975 by signature, in accordance with article XV (1).

<sup>2</sup> See p. 175 of this volume.

- (c) institute legal and administrative proceedings;
- (d) carry out any activities inherent in its functions.

2. In any legal or administrative proceedings the Secretary General shall represent the Association. Where the Association initiates such proceedings it shall waive the immunity from jurisdiction recognized in this Agreement. Such waiver shall be express and shall in any event have no effect whatever of a general character being applicable only in relation to the specific proceedings in question or to any counter claim directly connected with the principal claim. Such waiver shall not be construed as waiver of immunity from execution of the judgment, for which a separate waiver shall be necessary.

### *Article III. HEADQUARTERS PREMISES*

1. The Association shall have the power to make regulations operative within the Headquarters premises, for the purpose of establishing therein conditions necessary for the full execution of its functions.

2. The Headquarters premises shall be inviolable and shall be under the control and authority of the Association as provided for in this Agreement.

3. Officials of the Government, whether administrative, judicial, military or police, shall not enter the Headquarters premises to perform any official duties therein except with the express prior consent of and under conditions agreed to by the Secretary General.

4. The service of legal process, including the seizure of private property, may take place within the Headquarters premises only with the express prior consent of and under conditions approved by the Secretary General.

5. Without prejudice to the provisions of this Article the Association shall prevent its Headquarters premises from becoming a refuge either for fugitives from justice, or persons who are endeavouring to avoid service of legal process or judicial proceedings.

6. The Association may expel or exclude persons from its Headquarters premises for violation of its regulations adopted under this Article or for any other cause.

7. The Association may not, without the express prior consent of the Government, establish other offices forming part of the Headquarters premises in localities other than those in which the Headquarters premises itself is established.

### *Article IV. COMMUNICATIONS*

1. Unless otherwise precluded by the terms of any international convention in force to which Jamaica is party, the Government shall accord the Association, in respect of its official communications, treatment not less favourable than that accorded to other intergovernmental organizations in the matter of priorities, rates and taxes on mails, cables, telegrams, radiograms, telephotos, telephone and other communications and press rates for information to the press and radio.

2. No censorship shall be applied to the official correspondence or other communications of the Association. Such immunity from censorship shall extend to printed matter, photographs, slides, films and sound recordings, this list being subject to amplification. The Association shall have the right to use codes and to dispatch and receive correspondence by courier or in sealed pouches, enjoying in that respect the same immunities and privileges as diplomatic couriers and pouches.

*Article V. IMMUNITY FROM SUIT AND LEGAL PROCESS*

1. The Association and its property, wherever located and by whomsoever held, shall enjoy immunity from suit and legal process except in cases where such immunity is expressly waived by the Secretary General. No such waiver of immunity shall subject the property of the Association to any measure of execution, for which a separate waiver shall be necessary.

2. The property of the Association, including its archives wherever located and by whomsoever held, shall be immune from search, seizure, attachment, requisition, confiscation, expropriation or any other form of interference, whether by executive, administrative, judicial or legislative action.

*Article V (bis). EXEMPTION FROM TAXATION*

1. The property of the Association shall be exempt from:

- (a) any form of direct taxation; it is understood, however, that the Association will not claim exemption from taxes which are, in fact, no more than charges for public utility services;
- (b) customs duties, prohibitions and restrictions on imports and exports in respect of articles directly imported or exported by the Association for its official use; it is understood, however, that articles imported under such exemption shall not be sold in Jamaica except under conditions determined by the Government;
- (c) customs duties or other levies, prohibitions and restrictions in respect of the import, sale and export of its publications.

2. In exercise of the rights set out in the preceding paragraphs of this Article, the Association shall pay due regard to any representations made by the Government to the extent that such representations accord with customary international law, and usage.

3. The exemption from taxation referred to in this Article shall not apply to such dues and taxes payable under the laws of Jamaica by persons contracting with the Association or the Secretary General.

*Article VI. FINANCIAL AND EXCHANGE FACILITIES*

1. To the extent necessary to achieve its purposes and carry out its functions effectively, the Association shall not be subject to any financial controls, regulations or moratoria and, in particular, shall be entitled:

- (i) to hold for its own account securities and currency of any kind and to operate accounts in any currencies;
- (ii) to transfer its funds, securities and foreign currencies to or from Jamaica or within Jamaica itself and to convert any currency held by it into any other currency.

2. The Association, in exercising its rights under this Article, shall pay due regard to any representations made by the Government, and shall give effect to such representations so far as this is possible without detriment to the interests of the Association.

*Article VII. PUBLIC SERVICES AND PROTECTION  
OF THE HEADQUARTERS PREMISES*

1. The competent authorities shall provide, to the extent requested by the Secretary General, public services designed to ensure that the Headquarters premises shall be supplied on reasonable terms with the necessary services, including electri-

city, water, post, telephone, telegraph, transportation, fire protection. In case of any interruption or threatened interruption of any such services, the competent authorities shall consider the needs of the Association as being of equal importance with similar needs of essential agencies of the Government, and shall take steps accordingly, in order to ensure that the work of the Association is not unduly prejudiced.

2. The competent authorities shall exercise reasonable care to ensure that the tranquility of the Headquarters premises is not disturbed by the unauthorised entry of persons or groups of persons into the premises. If so requested by the Secretary General, the competent authorities shall provide a sufficient number of personnel for the preservation of law and order in the Headquarters premises. The Association shall, if requested, enter into arrangements with the competent authorities to reimburse them for any reasonable costs of such services.

#### *Article VIII. TRANSIT*

1. The competent authorities shall not impose any impediments to transit to or from the Headquarters of the Association of the following persons:

- (i) representatives of Member Countries;
- (ii) officials of the Secretariat and the members of their families forming part of their households;
- (iii) persons, other than officials of the Secretariat, performing missions for the Association and members of their families forming part of their households;
- (iv) other persons invited to the Headquarters on official business;

2. The Secretary General shall communicate to the Government the names of the persons mentioned in paragraph 1 of this Article.

3. Subject to the laws and regulations of Jamaica concerning zones, entry into which is prohibited or restricted for reasons of national security, the Government shall ensure to all persons referred to in paragraph 1 of this Article such freedom of movement and travel in Jamaica as is necessary for the performance of their official duties relating to the Association.

4. Visas required by the persons referred to in paragraph 1 shall be granted free of charge.

5. The provisions of this Article do not imply exemption from the obligation to produce evidence to establish that persons claiming the rights granted under this Article are included in the categories specified in paragraph 1 nor from the application of quarantine and health regulations.

#### *Article IX. PERSONAL IMMUNITIES, PRIVILEGES AND FACILITIES*

1. Officials of the Secretariat shall enjoy, as appropriate, in connection with their official duties relating to the Association the following privileges and immunities:

- (a) immunity from personal arrest and detention;
- (b) immunity from seizure of their personal and official baggage;
- (c) immunity from legal or administrative process of any kind 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 representatives or officials of the Association;
- (d) exemption from any form of direct taxation and social security contributions on salaries, remuneration and allowances paid to them by the Association;

- (e) exemption from any form of direct taxation on income derived from sources outside Jamaica;
- (f) exemption in respect of themselves and members of their families forming part of their households from registration as aliens and immigration restrictions;
- (g) immunity from national service obligations;
- (h) freedom to maintain, within Jamaica or elsewhere, foreign securities, foreign currency and, during and on termination of their appointment with the Association, the right to take out of Jamaica, without restriction:
  - (i) all their funds in the same currencies as they brought into Jamaica through authorised channels;
  - (ii) such funds as represent a reasonable proportion of income earned from the Association;
- (i) the same repatriation facilities and the same right to protection by the Jamaican authorities in respect of themselves, their families and dependants as are accorded to members of Diplomatic Missions in times of international crises.

2. Officials of the Secretariat designated by the Secretary General and notified to the Government shall enjoy privileges and immunities normally accorded to diplomatic personnel and, in particular, exemption from the payment of customs duties on imports in respect of articles imported for their official and private use, subject to the applicable laws and regulations of the Government. Officials not so designated and notified shall enjoy only the privileges and immunities set out in paragraph 1 of this Article except in the case of persons recruited from abroad who shall be entitled also to exemption from customs duties on their personal and household effects brought into Jamaica at the time of their arrival or within a reasonable period thereafter, for their personal use or the personal use of members of their families forming part of their households.

3. The Government shall not be obliged to accord to its own nationals the privileges and immunities set out in sub-paragraphs (e), (g) and (h) of paragraph 1.

4. Officials of the Secretariat designated and notified in accordance with paragraph 2 of this Article shall be provided by the Government with identity cards certifying that they are officials of the Secretariat entitled to enjoy the privileges and immunities set out in this Agreement.

5. The privileges and immunities accorded under this Agreement are granted in the interests of the Association only. The Secretary General may waive the immunity of any official 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 Association.

6. Members of the Secretariat of the Association other than its officials shall enjoy such privileges and immunities as may be agreed upon by the Government and the Association.

#### *Article IX (bis).* REPRESENTATIVES OF MEMBER COUNTRIES

Representatives of Member Countries who come to the Headquarters of the Association in connection with its official business shall enjoy such privileges and immunities as are normally accorded to representatives of Government of comparable rank on temporary diplomatic missions.

#### *Article X.* PERSONS OTHER THAN MEMBERS OF THE SECRETARIAT

Contracted experts engaged on missions on behalf of the Association shall, dur-

ing the period of their assignment in Jamaica, enjoy as appropriate the privileges and immunities set out in paragraphs 1 and 2 of Article IX.

*Article XI. LAISSEZ-PASSER*

The Government shall recognise and accept as a valid and sufficient document for the travel of officials of the Association the laissez-passers of the Association issued to its officials.

*Article XII. GENERAL PROVISIONS*

1. The Secretary General shall take every precaution to prevent any abuse in the exercise of the privileges or immunities accorded by virtue of this Agreement and for this purpose shall establish such rules and regulations as he may deem necessary and expedient for representatives of Member Countries and officials of the Secretariat and other persons who are eligible to receive any of the privileges and immunities accorded under this Agreement.

2. If the Government considers that an abuse has occurred in the exercise of any privilege or immunity accorded under this Agreement, the Secretary General shall, at the request of the Government, consult with the competent authorities of Jamaica to determine whether such an abuse has in fact been committed. If such consultations fail to achieve results satisfactory to the Secretary General and the Government, the issue shall be settled in accordance with the procedures laid down in Article XIII.

*Article XIII. CO-OPERATION AND SETTLEMENT OF DISPUTES*

1. The Association, representatives of Member Countries, officials of the Secretariat and experts employed on missions for the Association shall co-operate with the competent authorities to facilitate the proper administration of justice, to see that police regulations and ordinances are obeyed, and to prevent abuses of the privileges, immunities and facilities specified in this Agreement. It is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of Jamaica and not to interfere in the internal affairs of the country.

2. The Secretary General shall take whatever steps may be necessary for the appropriate settlement of:

- (a) disputes arising out of contracts and other disputes of a private-law character to which the Association is a party; and
- (b) disputes involving any employees of the Secretariat in respect of which immunity is enjoyed provided that the Secretary General shall not have waived this immunity in accordance with Article IX(5).

3. Any dispute between the Government and the Association arising out of the interpretation or application of this Agreement or any agreement supplementary thereto or any question connected with the Headquarters of the Association or with relations between the Association and the Government, which is not settled by negotiation or other agreed mode of settlement, shall be referred for determination to a tribunal of three arbitrators; one to be appointed by the Government, one to be appointed by the Association, and the third who shall be the Chairman of the tribunal, to be chosen by the first two arbitrators. If any of the parties fail to appoint an arbitrator within three months from the date of the agreement to resort to arbitration, such appointment shall be made by the Secretary-General of the United Nations. If the first two arbitrators fail to agree upon the third, the Secretary-General of the United Nations shall be requested to appoint the third arbitrator. The tribunal

shall make a determination within three months from the date on which it has been constituted.

4. A majority vote of the arbitrators shall be sufficient to make a determination which shall be final and binding. The third arbitrator shall be empowered to settle all questions of procedure in any case where there is disagreement with respect thereto.

*Article XIV. OPERATION OF THIS AGREEMENT*

The Secretary General and the competent authorities shall settle by agreement the channels through which they will communicate regarding the application of the provisions of this Agreement and other questions affecting the Headquarters of the Association. If the Secretary General so requests, the competent authorities shall appoint a special representative for the purpose of liaison with the Association.

*Article XV. FINAL PROVISIONS*

1. This Agreement shall enter into force immediately upon signature.

2. Consultations with respect to amendment of this Agreement may be entered into at the request of either Party.

3. This Agreement shall be interpreted in the light of its primary purpose, which is to enable the Association to discharge its responsibilities fully and efficiently and to achieve its objectives.

4. Wherever this Agreement lays an obligation on the competent authorities, the ultimate responsibility for the fulfilment of such obligation shall rest with the Government.

5. Nothing in this Agreement shall be construed to preclude the adoption of appropriate measures which may be reasonably required in the interests of defence, public safety, public order or public health or otherwise for the security of the State of Jamaica as may be determined by the Government in consultation with the Association.

6. This Agreement and any supplementary agreement entered into between the Government and the Association within the contemplation of its provisions shall cease to have effect six (6) months after either of the two Contracting Parties shall have given notice in writing to the other of its decision to terminate any such agreement, except as regards the provisions applicable to the normal cessation of the activities of the Association in Jamaica and the disposal of its property in Jamaica.

IN WITNESS WHEREOF, the duly authorised respective representatives of the Government and the Association have signed this Agreement in duplicate.

DONE at Kingston, Jamaica, this 5th day of November 1975.

[Signed — Signé]<sup>1</sup>

For the Government  
of Jamaica

[Signed — Signé]<sup>2</sup>

For the Association

<sup>1</sup> Signed by Michael Manley — Signé par Michael Manley.

<sup>2</sup> Signed by Henri A. M. Guda — Signé par Henri A. M. Guda.