

No. 20561

**UNITED NATIONS
and
DOMINICAN REPUBLIC**

Agreement regarding the establishment in Santo Domingo of the Headquarters of the United Nations International Research and Training Institute for the Advancement of Women (with annex). Signed at New York on 31 March 1981

Authentic texts: English and Spanish.

Registered ex officio on 4 November 1981.

**ORGANISATION DES NATIONS UNIES
et
RÉPUBLIQUE DOMINICAINE**

Accord concernant l'établissement à Saint-Domingue du siège de l'Institut international de recherche et de formation pour la promotion de la femme (avec annexe). Signé à New York le 31 mars 1981

Textes authentiques : anglais et espagnol.

Enregistré d'office le 4 novembre 1981.

AGREEMENT¹ BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF THE DOMINICAN REPUBLIC REGARDING THE ESTABLISHMENT IN SANTO DOMINGO OF THE HEADQUARTERS OF THE UNITED NATIONS INTERNATIONAL 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 1975, to establish an International Research and Training Institute for the Advancement of Women (hereinafter referred to as "the Institute");

Whereas the General Assembly of the United Nations, by its resolution 34/157 of 17 December 1979, endorsed the recommendation of the Economic and Social Council contained in its resolution E/1979/11 of 9 May 1979, and accepted with appreciation the offer of the Government of the Dominican Republic (hereinafter referred to as "the Government") to act as host of the Institute;

Therefore the United Nations and the Government agree as follows:

Article I. PREMISES

The Government shall provide at its own expense adequate premises and space for the Institute. A detailed description of the premises and space made available by the Government for this purpose is contained in the Annex which forms an integral part of this Agreement.

Article II. CONTRIBUTION OF THE GOVERNMENT

1. The Government shall at its own expense furnish, equip, maintain in good repair and make any necessary structural alterations to the premises and space which it provides to the Institute, in a manner adequate to the efficient functioning of the Institute.

2. The Government shall make an annual contribution in local currency to the United Nations Trust Fund for the Institute as the Government's share of the expenses of the Institute, in an amount agreed upon annually between the United Nations and the Government.

Article III. LIABILITY

The Government shall be responsible for dealing with any action or claim which may be brought in the Dominican Republic against the Institute or its personnel in consequence of the performance of the activities proper to the Institute and shall hold the United Nations and its personnel harmless in case of any liabilities or claims resulting from activities under this Agreement, except where it is agreed by the parties hereto that the liability or claim arises from the gross negligence or wilful misconduct by the Institute or its personnel.

¹ Came into force on 4 November 1981, the date of the notification by the Dominican Government that it had been approved, in accordance with article VII.

Article IV. 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 1946,¹ to which the Government acceded on 7 March 1947, shall be applicable to the Institute. Accordingly, United Nations officials having official functions in connexion with the Institute, including all members of the staff of the Institute except those who are recruited locally and assigned to hourly rates, shall enjoy the privileges and immunities provided under Articles V and VII of the Convention, and those members of the Board of Trustees of the Institute and observers invited by the Board to participate *ad hoc* who are not officials 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.

2. The fellowship holders at the Institute shall enjoy immunity from legal process in the Dominican Republic in respect of words spoken or written and all acts performed by them in connexion with their functions at the Institute.

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

4. All persons referred to in this Article and all individuals travelling on official business at the invitation of the Institute shall have the right to enter and leave the Dominican Republic, and to remain in its territory, as necessary for the performance of their functions in connexion with the Institute; they shall be accorded facilities for speedy travel and visas, if needed, shall be issued to them promptly and free of charge.

5. The premises and space of the Institute referred to in Article I of this Agreement shall be deemed to be premises of the United Nations for the purposes of the Convention and shall, as such, be inviolable and subject to the authority and control of the United Nations.

6. The Institute may import and export scientific apparatus and equipment, educational materials or articles, supplies and other necessary equipment free of restrictions, prohibitions, customs duties and taxes. It is understood, however, that such articles and goods shall not be sold or traded in the Dominican Republic except in accordance with conditions provided by law or agreed to by the Government.

Article V. SETTLEMENT OF DISPUTES

Any dispute concerning the interpretation or application of this Agreement, with the exception of disputes which are subject to the relevant provisions of the Convention on the Privileges and Immunities of the United Nations, shall, unless otherwise agreed by the parties, be submitted to a tribunal composed of three arbitrators, of whom one shall be appointed by the United Nations, one by the Government and the third, who shall be president, by the other two arbitrators. If either party does not appoint its arbitrator, or if the first two arbitrators do not appoint the president within three months after the second of them is appointed or named, the arbitrator in question shall, at the request of either party to the

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

dispute, be named by the President of the International Court of Justice. Unless otherwise agreed by the parties, the tribunal shall establish its own rules of procedure, shall adopt the necessary provisions concerning reimbursement of the expenses of its members and apportionment of the costs between the parties, and shall take all decisions by a two-thirds majority. Its decision on all procedural questions and on the merits shall be final and binding on both parties, even if rendered by default of one of the parties.

Article VI. PROTECTION OF THE INSTITUTE

1. The appropriate authorities of the Dominican Republic shall exercise due diligence to ensure that the safety and tranquillity of the premises of the Institute is not disturbed in any way. The Government shall provide at the boundaries of the premises such police protection as may be necessary for that purpose and for ensuring that no person or group of persons gains unauthorized entry into the premises or creates disturbances in the immediate vicinity of the premises.

2. If so requested by the Director of the Institute, the appropriate authorities of the Dominican Republic shall provide a sufficient number of police for the preservation of safety and order in the premises.

Article VII. GENERAL PROVISIONS

1. The Agreement shall enter into force upon signature by both parties and upon notification by the Dominican Government that the Agreement has been approved by the National Congress of the Dominican Republic.

2. The Agreement shall remain in force until 31 December 1985. Not later than one year before the expiry of the Agreement, the parties shall enter into consultations with a view to continuing their mutual co-operation. Each party shall give thorough and sympathetic consideration to any modification proposed by the other party.

3. Either party may terminate this Agreement. Notice of termination shall be given in writing, and the Agreement shall expire ninety (90) days after receipt of the notice of termination, provided that it shall in no case expire before the end of the academic year during which the notice is received.

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

For the United Nations:

For the Government
of the Dominican Republic:

Signature: [Signed]

Signature: [Signed]

*Name and
title:*

JEAN RIPERT
Under-Secretary-General
for International Economic
and Social Affairs

*Name and
title:*

RAFAEL MOLINA MORRILLO
Ambassador Extraordinary
and Plenipotentiary, Perma-
nent Representative of the
Dominican Republic to the
United Nations

Place: New York

Place: New York

Date: 03/31/81

Date: 03/31/81

ANNEX

This Annex forms an integral part of the Agreement between the United Nations and the Government regarding the establishment in Santo Domingo of the Headquarters of the United Nations International Research and Training Institute for the Advancement of Women.

The premises and space referred to in Article I of the Agreement are located at 102A Avenida César Nicolás Pensón, Santo Domingo, Dominican Republic.

The Institute site consists of a rectangular plot of land of approximately 1,800 square metres in size. On this site two buildings have been erected: the two-storied main building and its connecting annex jointly contain an area of approximately 890 square metres.

The main building and its connecting annex make provision for the following space requirements of the Institute:

(a) *Office space*

Thirteen separate enclosed offices for the Director, Deputy Director, professional staff and consultants and open office space for the secretarial staff of the Institute; and

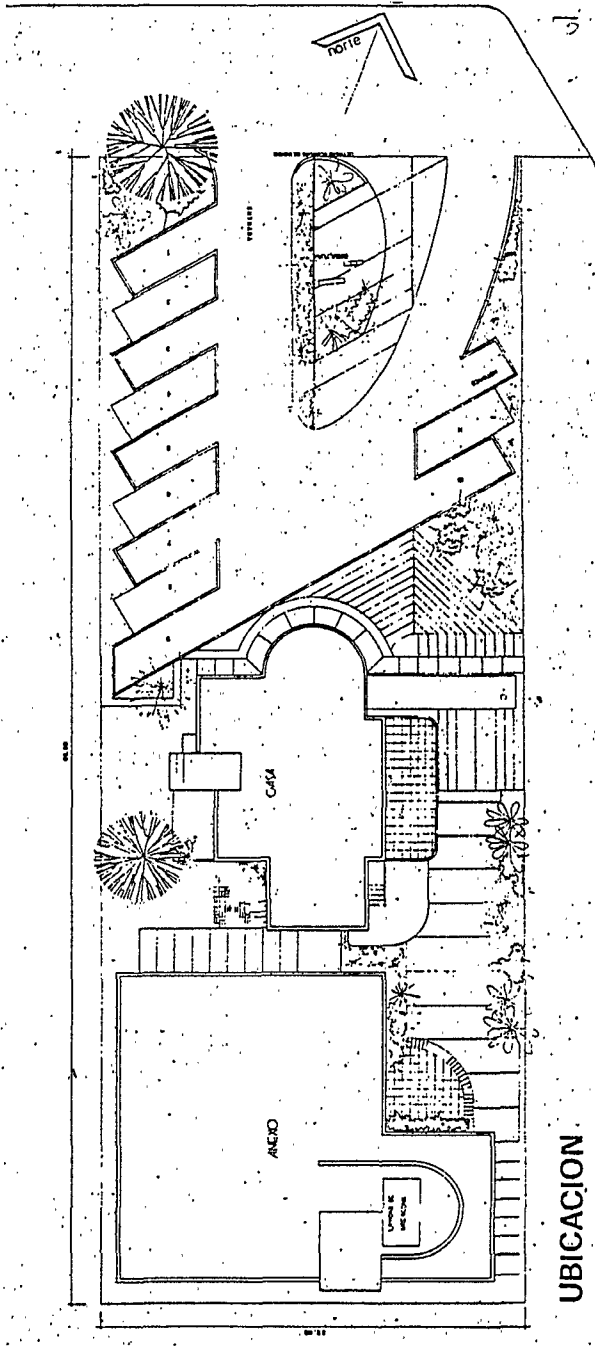
(b) *Other space*

A large conference room equipped to provide simultaneous interpretation in three languages, two small meeting rooms, a library, a reception area, a staff lounge, an exhibition area, a documents reproduction area, storage areas, hallways, corridors, stairways and toilets.

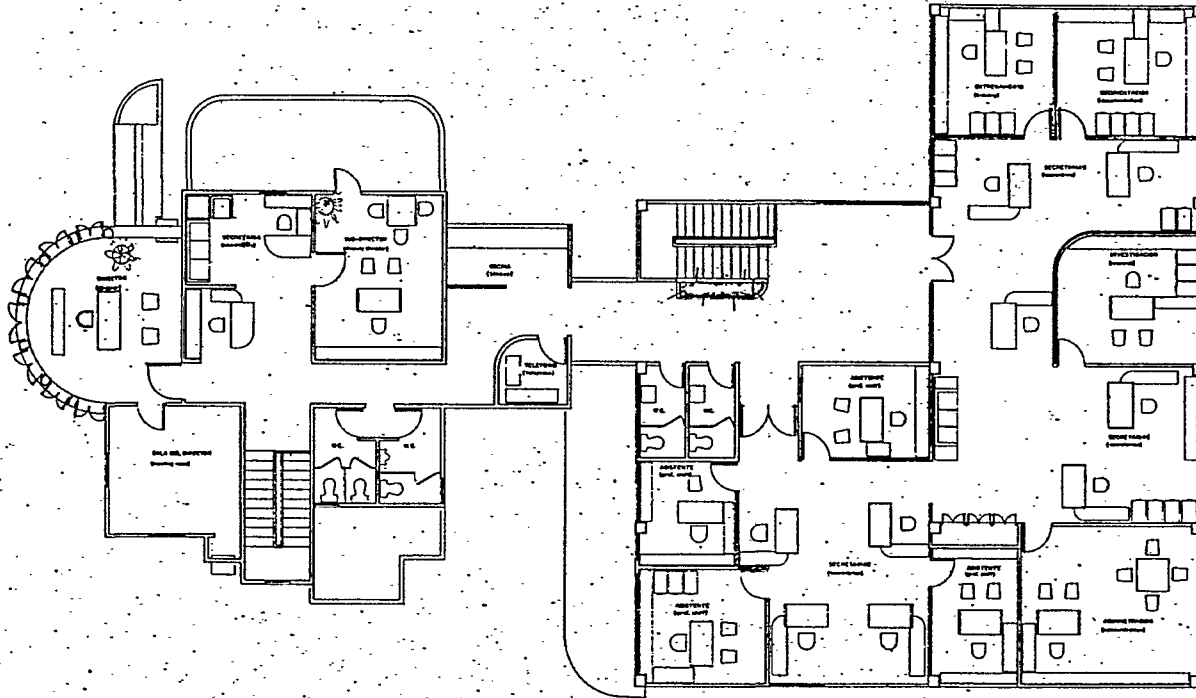
Architectural plans describing the structure and the interior layout of the Institute and a plot plan showing the precise boundaries of the Institute site are attached and identified as Attachments A, B and C,¹ respectively.

¹ See pp. 10 to 12 of this volume.

Attachment A — Apéndice A — Appendix A



[Plot Plan — Plan cadastral]



INST. INTER. DE INVESTIGACION PARA
LA PROMOCION. DE LA MUJER.

2^{do} NIVEL

[International Research and Training Institute for the Advancement of Women —
Institut international de recherche et de formation pour la promotion de la femme]

[Second floor — Premier étage]