

No. 21235

**UNIVERSITY FOR PEACE
and
COSTA RICA**

**Agreement concerning the headquarters of the University
for Peace. Signed at San José on 29 March 1982**

Authentic text: Spanish.

Registered by the University for Peace on 8 September 1982.

**UNIVERSITÉ POUR LA PAIX
et
COSTA RICA**

**Accord relatif au siège de l'Université pour la paix. Signé à
San José le 29 mars 1982**

Texte authentique : espagnol.

Enregistré par l'Université pour la paix le 8 septembre 1982.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE UNIVERSITY FOR PEACE AND
THE GOVERNMENT OF COSTA RICA CONCERNING THE
HEADQUARTERS OF THE UNIVERSITY FOR PEACE

The University for Peace and the Government of Costa Rica,
Considering

That the General Assembly of the United Nations, in its resolution 34/111 of 14 December 1979² approved the idea of establishing a University for Peace and, in its resolution 35/55 of 5 December 1980,³ approved the establishment of the University for Peace in conformity with the International Agreement for the Establishment of the University for Peace and with the Charter of the University for Peace,⁴ by virtue of which the headquarters of the University shall be in Costa Rica,

That the University for Peace, as a specialized international institution, enjoys autonomy and academic freedom in its operations, keeping its aims within the framework of the Charter of the United Nations, the Universal Declaration of Human Rights and the Charter of the University for Peace,⁴

That an agreement supplementing 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 University for Peace,

With a view to enabling the University for Peace at its headquarters in Costa Rica to discharge its responsibilities fully and effectively and to achieve its purposes in co-operation and harmony with the Government and people of Costa Rica,

Have agreed as follows:

Article 1. For the purpose of this Agreement:

- (a) "The University" means the University for Peace,
- (b) "The Government" means the Government of Costa Rica,
- (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,
- (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

¹ Came into force on 4 May 1982, the date of the exchange of notes confirming its approval, in accordance with article 17.

² United Nations, *Official Records of the General Assembly, Thirty-fourth Session, Supplement No. 46 (A/34/46)*, p. 104.

³ *Ibid.*, *Thirty-fifth Session, Supplement No. 48 (A/35/48)*, p. 103.

⁴ United Nations, *Treaty Series*, vol. 1223, No. I-19735.

- (ii) Any other building or land which may be additionally or temporarily included therein in accordance with this Agreement or by supplementary agreement with the Government.

Any building, or a part thereof, in Costa Rica which may be used with the concurrence of the Government exclusively for meetings convened by the University shall be temporarily regarded as a part of the headquarters seat.

Article 2. The University for Peace shall be an international institution, having the legal status necessary to enable it to fulfil its purposes and objectives. It shall enjoy autonomy and academic freedom in its organization and operations, in keeping with its purposes, within the framework of the Charter of the United Nations, the Universal Declaration of Human Rights and the Charter of the University.

Article 3. The University for Peace shall have its permanent headquarters in Costa Rica.

Article 4. The Government shall use its best efforts, in consultation with the University, to ensure that the headquarters' seat is supplied with the necessary public utilities and services.

Article 5. The Headquarters seat shall be inviolable and shall be under the control and authority of the University.

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

Article 6. The University premises, its assets, income and other property shall enjoy the same terms and protection as United Nations premises, assets and income in Costa Rica.

Article 7. As provided for in its Charter, the University shall enjoy autonomy in its organization and operations, keeping its aims within the framework of the Charter of the United Nations and the Universal Declaration of Human Rights, and shall decide 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 8. The University, its headquarters seat, its Rector, the members of the Council, its teaching and administrative Staff, its experts and any other persons who must perform duly accredited functions or missions for the University, shall enjoy the same immunities, exemptions, privileges and facilities as those accorded to the United Nations, its offices, officials and experts in Costa Rica, in conformity with the Convention on the Privileges and Immunities of the United Nations¹ approved by Decree-Law No. 743 of 5 October 1949, with the Agreement concerning assistance by the United Nations Development Programme to the Government of Costa Rica² approved by Law No. 5878 of 12 January

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

² *Ibid.*, vol. 885, p. 13.

1976, and with any existing or future instruments supplementing or amending them.

The Government of Costa Rica shall not exempt from income taxes, other taxes or customs duties officials of the University for Peace who are also nationals of Costa Rica. Such officials shall, however, enjoy the other privileges and immunities referred to in this Agreement with regard to their official activities, carried out in the performance of their duties.

The University shall decide with the Ministry of Foreign Affairs and Worship on the categories of officials to whom the provisions of this article shall apply. The Rector of the University shall transmit periodically to that Ministry the names of officials included in the agreed categories.

Article 9. The Government shall accord to students of the University who are not nationals or permanent residents of the country, and their spouses and dependents, all immigration and emigration facilities, including entry and exit visas, as well as the corresponding student residence cards for the duration of their studies in Costa Rica.

Article 10. 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 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 Council of the University shall have the right to waive immunity.

Article 11. Any dispute between the Government and the University concerning the interpretation or application of this Agreement or of any supplementary 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 Rector, one to be appointed by the Government, 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.

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.

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 12. 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 Costa Rica. They also have a duty not to interfere in the internal affairs of Costa Rica.

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 useful, for the personnel of the University headquarters and for such other persons as may be appropriate.

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 Costa Rican 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 procedures set out in article 11.

Article 13. In the case of abuse of the right of residence committed by any person within the scope of this Agreement in activities in Costa Rica outside his official capacity, he may be required to leave Costa Rica by the Government provided that:

- (a) Persons who are entitled to diplomatic privileges and immunities, exemptions and facilities under article 8 shall not be required to leave Costa Rica otherwise than in accordance with the diplomatic procedure applicable to diplomatic envoys accredited to Costa Rica;
- (b) In the case of a person to whom article 8 is not applicable, no order to leave Costa Rica shall be issued unless the Minister for Foreign Affairs of Costa Rica has approved it and the Rector has previously been informed.

Article 14. Consultations with respect to modification of this Agreement shall be entered into at the request of the Government or the University.

Any such modification shall be made by mutual consent.

Article 15. In conformity with article 121, section 4, paragraph 3, of the Constitution, the executive branch is hereby authorized to conclude with the University protocols supplementing this Agreement.

Article 16. This Agreement shall cease to be in force:

- (a) By mutual consent of the University and the Government; or
- (b) If the permanent headquarters of the University is removed from the territory of Costa Rica, except for such provisions as may be applicable in connection with the orderly termination of the operations of the University at its permanent headquarters in Costa Rica and the disposal of its property therein.

Article 17. Once it has been approved by the Legislative Assembly of the Republic of Costa Rica, this Agreement shall enter into force through an exchange of notes between the Government and the University. It shall also be registered with the Secretariat of the United Nations.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement in duplicate, in the Spanish language, on 29 March 1982.

For the Government
of Costa Rica:

BERND H. NIEHAUS Q.
Minister for Foreign Affairs
and Worship of Costa Rica

For the University for Peace:

FRANCISCO BARAHONA RIERA
Presidential Co-ordinator
for the University for Peace

Article 3 : In force as of its publication.

FOR TRANSMITTAL TO THE EXÉCUTIVE BRANCH

Legislative Assembly, San José, 29 April 1982.

[Signed]

CRISTIAN TATTENBACH YGLESIAS
President

[Signed]

CARLOS MANUEL PEREIRA GARRO
First Secretary

[Signed]

JUAN RAFAEL BARRIENTOS GERMÉ
Second Secretary

DONE in the Office of the President of the Republic, San José, on 29 April 1982.

FOR PUBLICATION AND IMPLEMENTATION

[Signed]

RODRIGO CARAZO

GERMAN SERRANO PINTO
Minister of Labour and Social Security
in charge of the Office of Foreign
Affairs and Worship