

No. 23140

NETHERLANDS
and
TECHNICAL CENTRE FOR AGRICULTURAL
AND RURAL CO-OPERATION

Headquarters Agreement. Signed at The Hague on 7 August
1984

Authentic text: English.

Registered by the Netherlands on 15 November 1984.

PAYS-BAS
et
CENTRE TECHNIQUE DE COOPÉRATION
AGRICOLE ET RURALE

Accord de siège. Signé à La Haye le 7 août 1984

Texte authentique : anglais.

Enregistré par les Pays-Bas le 15 novembre 1984.

AGREEMENT¹ BETWEEN THE KINGDOM OF THE NETHERLANDS AND THE TECHNICAL CENTRE FOR AGRICULTURAL AND RURAL CO-OPERATION

The Government of the Kingdom of the Netherlands and the Technical Centre for Agricultural and Rural Co-operation,

Considering that the Second ACP-EEC Convention, hereinafter referred to as “the Convention”, signed at Lomé on 31 October 1979,² to which the Kingdom of the Netherlands is a Party, has created in its Article 88 a Technical Centre for Agricultural and Rural Co-operation,

Considering that pursuant to the Decision No. 1/83 of the ACP-EEC Committee of Ambassadors of 8 June 1983 the said Centre has its seat in the region of Wageningen (the Netherlands), and Protocol No. 3 on privileges and immunities together with the declaration of the Community, phrased in Annex XL to the Convention, is applicable to the Centre,

Have agreed as follows:

Article 1. DEFINITIONS

For the purpose of this Agreement:

- a) “Centre” means the Technical Centre for Agricultural and Rural Co-operation;
- b) “Government” means the Government of the Kingdom of the Netherlands;
- c) “Staff Member” means the Director of the Centre, the Technical adviser deputy to the Director, and all persons appointed by the Centre under the Centre’s staff regulations, other than persons for supporting services assigned to hourly rates of pay;
- d) “Premises of the Centre” means the buildings and the land ancillary thereto used for the official purpose of the Centre;
- e) “Official activities of the Centre” means the Centre’s activities pursuant to the Convention.

Article 2. JURIDICAL PERSONALITY

The Centre shall enjoy the most extensive legal capacity accorded to legal persons. It shall in particular have the capacity:

- a) To contract;
- b) To acquire and dispose of immovable and movable property;
- c) To be a party to legal proceedings.

Article 3. INVIOLABILITY OF PREMISES

The premises of the Centre shall be inviolable. Any person authorized to enter any place under any legal provision or on the strength of the law as described in Article 18 of this Agreement shall not exercise that authority in respect of the premises of the Centre unless permission to do so has been given by or on behalf of the Director. Such permission

¹ Came into force on 7 August 1984 by signature, in accordance with article 22 (1).

² United Nations, *Treaty Series*, vol. 1277, p. 3.

shall be assumed in case of fire or other disaster requiring prompt protective action. In other cases the Director or the person acting on his behalf shall give permission if it is possible to do so without prejudicing the interests of the Centre.

Article 4. INVIOABILITY OF ARCHIVES

The archives of the Centre shall be inviolable. The term “archives” includes all records, correspondence, documents, manuscripts, photographs, films and recordings belonging to or held by the Centre, wherever located.

Article 5. IMMUNITY

1. Within the limits of its official activities the Centre shall have immunity from jurisdiction and execution except:

- a) To the extent that the Centre shall have expressly waived such immunity in a particular case;
- b) In respect of a civil action by a third party for damage arising from an accident caused by a motor vehicle belonging to or operated on behalf of the Centre or in respect of a motor traffic offence involving such a vehicle;
- c) In respect of an enforcement of an arbitration award made under Article 20 of this Agreement;
- d) In the event of the attachment, pursuant to a decision by the judicial authorities, of the salaries and emoluments owed by the Centre to a Staff Member.

2. The Centre's property and assets wherever situated shall be immune from any form of requisition, confiscation, expropriation and sequestration. They shall also be immune from any form of administrative or provisional judicial constraint, except insofar as may be temporarily necessary in connection with the prevention of, and investigation into, accidents involving motor vehicles belonging to, or operated on behalf of the Centre.

Article 6. EXEMPTION FROM TAXES AND DUTIES

1. Within the scope of its official activities, the Centre, its property and income shall be exempt from all direct taxes.

2. Within the scope of its official activities, the Centre shall be accorded a refund of car tax and value added tax payed on the purchase of motor cars, and value added tax payed on the supply of goods or services of substantial value. The Centre shall be accorded a refund of the excise duty element included in the price of spirits and hydrocarbons such as fuel oils and motor fuels purchased by the Centre for official use.

3. The motor vehicles registered for the Centre shall, on request, be exempt from motor vehicle tax.

4. The Centre shall be

- a) Exempt from customs duties and prohibitions on imports and exports in respect of articles imported or exported by the Centre for its official use;
- b) Exempt from customs duties and prohibitions and restrictions on imports and exports in respect of its publications.

5. No exemption shall be accorded in respect of taxes and duties which represent charges for specific services rendered.

6. Goods, with the exception of documents and publications, exempted under this Article shall not be transferred, hired out or lent, permanently or temporarily, or sold, except in accordance with conditions agreed to with the Government.

7. No privileges shall be accorded in respect of goods acquired by, or services provided to the Centre for the personal benefit of Staff Members.

Article 7. FUNDS

Without being restricted by financial controls, regulations or moratoria of any kind, the Centre may for any of its official activities

- a) Receive and hold funds, currency, cash or securities of any kind and operate in any currency;
- b) Freely transfer its funds, currency, cash or securities and convert any currency held by it into any other currency.

Article 8. COMMUNICATIONS

1. For its official communications the Centre shall enjoy treatment not less favorable than that accorded by the Netherlands to other international organizations.

2. No censorship shall be applied to official communications of the Centre by whatever means of communication.

Article 9. PUBLICATIONS

The transmission of publications and other information material sent by or the Centre shall not be restricted in any way.

Article 10. REPRESENTATIVES OF THE PARTIES TO THE CONVENTION

The Government shall facilitate the entry, stay and departure of the Representatives of the Parties to the Convention, taking part in the work of the Centre, and of their technical advisers and experts. They shall be accorded the same privileges in respect of exchange facilities as are accorded to Staff Members of the Centre.

Article 11. DIRECTOR AND TECHNICAL ADVISER DEPUTY TO THE DIRECTOR

In addition to the privileges and immunities provided for in Article 12 of this Agreement, the Director and the Technical Adviser deputy to the Director, unless in either case he is a Netherlands national or a permanent resident of the Netherlands, shall enjoy the privileges and immunities to which a diplomatic agent is entitled.

Article 12. STAFF MEMBERS

The Staff Members of the Centre shall

- a) Have, even after they have left the service of the Centre, immunity from jurisdiction in respect of words spoken or written and all acts performed by them in their official capacity and within the limits of their authority.

This immunity shall not apply in the case of a motor traffic offense committed by a Staff Member, nor in the case of damage caused by a motor vehicle belonging to or driven by a Staff Member;

- b) Enjoy inviolability for all their official papers and documents;
- c) Enjoy, together with the members of their families forming part of their households, the same repatriation facilities in time of international crises as diplomatic agents;
- d) Be accorded the same treatment in respect of exchange facilities as is accorded by the Netherlands to Staff Members of other international organizations;
- e) Have the right to import free of duty their household effects and personal belongings, including one motor vehicle at the time of first taking up their functions in the Netherlands and have the right to export them free of duty on termination of their functions in the Netherlands, in both cases in accordance with the law and regulations of the Netherlands.

Article 13. REGISTRATION, PERMITS

1. Non-Netherlands Staff Members of the Centre

- a) Shall enjoy exemption from aliens' registration formalities and shall not require a residence permit provided that they hold the personal identity card referred to in paragraph 2 of this Article; the same shall apply to non-Netherlands members of their families forming part of their households;
- b) Shall not require a work permit.

2. The Staff Members of the Centre and non-Netherlands members of their families forming part of their households shall hold a personal identity card issued by the Centre stating names, date and place of birth, nationality, number of passport (aliens only), and bearing photograph and signature. The identity cards shall be authenticated by the Ministry of Foreign Affairs of the Kingdom of the Netherlands.

Article 14. TAXATION OF INCOME

1. Subject to the conditions and following the procedure laid down by the ACP-EEC Committee of Ambassadors and agreed with the Government the Director and the other Staff Members shall be subject to a tax, for the benefit of the Centre, on salaries and emoluments paid by the Centre. From the date on which this tax is applied such salaries and emoluments shall be exempt from Netherlands income tax.

2. The Government shall retain the right to take these salaries and emoluments into account when assessing the amount of tax to be applied to income from other sources.

3. In the event that the Centre operates a system for the payment of pensions and annuities to its former Staff Members and their dependents, the provisions of paragraph 1 of this Article shall not apply to such pensions and annuities.

Article 15. SOCIAL SECURITY SCHEME

1. Provided the Centre establishes its own social security scheme or adheres to a social security scheme, the Centre, the Director and the other Staff Members shall be exempt from all compulsory contributions to the Netherlands social security organizations. Consequently, they shall not be covered against the risks described in the Netherlands social security regulations.

2. Staff members who were already subject to the Netherlands social security scheme shall have the right to choose within six months after their appointment between remaining liable to the Netherlands social security scheme or adhering to the social security scheme of the Centre. In the latter case the provisions of paragraph 1 of this Article are applicable.

This right of option, which may be exercised only once, shall take effect from the date of entry into employment.

Article 16. REPORTING ON STAFF SITUATION

1. The Centre shall inform the Government of the appointment and dismissal of the Staff Members individually.

2. The Centre shall communicate to the Government from time to time the regulations applicable to the Staff Members as well as their names, functions and addresses. The Centre shall also communicate to the Government the options referred to in Article 15 paragraph 2.

Article 17. PURPOSE AND SCOPE OF PRIVILEGES AND IMMUNITIES

1. The privileges and immunities accorded in this Agreement to the Staff Members of the Centre are provided to ensure in all circumstances the unimpeded functioning of the Centre and the complete independence of the persons to whom they are accorded.

2. The Director or in his absence the Technical Adviser deputy to the Director has the right and the duty to waive such immunities (other than their own) in any case where the immunity would impede the course of justice, and where it can be waived without prejudice to the interests of the Centre.

In respect of the Director and the Technical Adviser deputy to the Director the ACP-EEC Committee of Ambassadors has a similar right and duty.

Article 18. CO-OPERATION

The Centre shall co-operate at all times with the appropriate Netherlands authorities in order to facilitate the proper administration of justice, to ensure the observance of police regulations and regulations concerning the handling of inflammable material, public health, labour inspection and other similar national legislation, and to prevent any abuse of the privileges and immunities and facilities provided for in this Agreement.

Article 19. SECURITY

The Government retains the right to take all precautionary measures in the interests of its security.

Article 20. ARBITRATION

1. Where the Centre enters into contracts (other than contracts concluded in accordance with the Staff Regulations) the Centre shall include an arbitration clause whereby any disputes arising out of the interpretation or execution of the contract may at the request of either Party be submitted to private arbitration. Unless otherwise agreed, the arbitration shall be conducted under the rules of the Netherlands Arbitration Institute.

2. The Centre shall, at the instance of the Government, submit to arbitration any dispute

- a) Arising out of damage caused by the Centre;
- b) Involving any other non-contractual responsibility of the Centre;
- c) Involving a Staff Member, and in which the person concerned can claim immunity from jurisdiction under Article 12 a) if this immunity is not waived in accordance with Article 17 paragraph 2. In such disputes where the claim for immunity from jurisdiction

arises under Article 12, the responsibility of the Centre shall in such arbitration be substituted for that of the person concerned.

Article 21. SETTLEMENT OF DISPUTES

1. Any dispute between the Parties concerning the interpretation or application of the present Agreement which cannot be settled amicably shall be submitted, at the request of any Party to the dispute, to an arbitral tribunal, composed of three members. Each Party shall appoint one arbitrator and the two arbitrators thus appointed shall together appoint a third arbitrator as their chairman.

2. If one of the Parties fails to appoint its arbitrator and has not proceeded to do so within two months after an invitation from the other Party to make such an appointment, the latter Party may invite the President of the International Court of Justice to make the necessary appointment.

3. If the two arbitrators are unable to reach agreement, in the two months following their appointment, on the choice of the third arbitrator, either Party may invite the President of the International Court of Justice to make the necessary appointment.

4. Unless the Parties decide otherwise, the tribunal shall determine its own procedure.

5. The tribunal shall reach its decision by a majority of votes. Such decision shall be final and binding on the Parties to the dispute.

Article 22. FINAL PROVISIONS

1. This Agreement shall enter into force on the day of its signature.

2. Each of the two Parties has the right to denounce the Agreement taking into account a term of notice of six months.

This Agreement will automatically be terminated at the dissolution of the Centre.

3. Negotiations for the revision of and for amendments to this Agreement shall be conducted at the request of either Party.

4. With respect to the Kingdom of the Netherlands this Agreement shall apply to the Kingdom in Europe only.

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

DONE at The Hague 7 August 1984, in duplicate, in the English language.

For the Government
of the Kingdom of the Netherlands:

W. F. VAN EEKELEN

For the Technical Centre for Agricultural
and Rural Co-operation:

D. ASSOUMOU MBA