

No. 23602

**FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS
and
ITALY**

**Agreement regarding the headquarters of the Food and
Agriculture Organization of the United Nations (with
annex and map). Signed at Washington on 31 October
1950**

Authentic texts: English and Italian.

*Registered by the Food and Agriculture Organization of the United
Nations on 21 October 1985.*

**ORGANISATION DES NATIONS UNIES
POUR L'ALIMENTATION ET L'AGRICULTURE
et
ITALIE**

**Accord relatif au siège de l'Organisation des Nations Unies
pour l'alimentation et l'agriculture (avec annexe et
carte). Signé à Washington le 31 octobre 1950**

Textes authentiques : anglais et italien.

*Enregistré par l'Organisation des Nations Unies pour l'alimentation et
l'agriculture le 21 octobre 1985.*

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE ITALIAN
REPUBLIC AND THE FOOD AND AGRICULTURE ORGAN-
IZATION OF THE UNITED NATIONS REGARDING THE
HEADQUARTERS OF THE FOOD AND AGRICULTURE
ORGANIZATION OF THE UNITED NATIONS

The Government of the Italian Republic and the Food and Agriculture Organ-
ization of the United Nations

Desiring to conclude an agreement pursuant to the following resolution
adopted by the Conference of the Food and Agriculture Organization of the
United Nations at its Fifth Session:

“The Conference

“Accepts, subject to the conclusion of suitable headquarters agreements
with the central and local governments concerned, the offer tendered to the
Organization by the Government of Italy, of a site in or near the city of
Rome, for establishing the permanent Headquarters of the Organization; and

“Authorizes the Director-General to negotiate such headquarters agree-
ments and to refer them to the Council of FAO for ratification”;

Have appointed as their representatives for this purpose:

For the Government of the Italian Republic: Gino Buti, Ambassador of Italy,
and

For the Food and Agriculture Organization of the United Nations: Norris E.
Dodd, Director-General,

who have agreed as follows:

Article I. DEFINITIONS

Section 1. In this agreement:

In this agreement:

(a) The expression “FAO” means the Food and Agriculture Organization of
the United Nations;

(b) The expression “the Government” means the Government of the Italian
Republic;

(c) The expression “Director-General” means the Director-General of FAO,
and, during his absence from duty, any officer designated by him to act on his
behalf;

(d) The expression “appropriate Italian authorities” means such national or
other authorities in the Italian Republic as may be appropriate in the context and
in accordance with the laws and customs applicable in the Italian Republic;

(e) The expression “laws of the Italian Republic” includes legislative acts,
and decrees, regulations or orders, issued by or under authority of the Govern-
ment or appropriate Italian authorities;

¹ Came into force on 1 February 1951, the date agreed upon by an exchange of notes, in accordance with
section 36 (a).

(f) The expression “headquarters seat” means:

- (i) The land together with the buildings erected upon it as defined in Annex A to this agreement;
- (ii) Any other land or buildings which from time to time may be included therein by supplemental agreement with the appropriate Italian authorities;

(g) The expression “Member Nation” means a nation which is a member of FAO;

(h) The expression “representatives of Member Nations” includes all accredited members of delegations of Member Nations;

(i) The expression “meetings convened by FAO” means meetings of the Conference of FAO, the Council of FAO, any international conference or other gathering convened by FAO and any commission, committee or subgroup of any of these bodies;

(j) The expression “archives of FAO” includes records and correspondence, documents, manuscripts, still and moving pictures and films, and sound recordings, belonging to or held by FAO;

(k) The expression “officers of FAO” means all ranks of the FAO secretariat engaged by the Director-General or on his behalf;

(l) The expression “property” as used in Articles VII and VIII means all property, including funds and assets, belonging to FAO or held or administered by FAO in furtherance of its constitutional functions, and all income of FAO.

Article II. THE HEADQUARTERS SEAT

Section 2. (a) The permanent headquarters of FAO shall be in the headquarters seat, and shall not be removed therefrom unless FAO should so decide. Transfer of headquarters temporarily to another site shall not constitute a removal of the permanent headquarters in the absence of an express decision by FAO to that effect.

(b) The Government shall not, while this agreement is in force, dispose of all or any part of the headquarters seat without the consent of FAO.

Section 3. The Government grants to FAO and FAO accepts from the Government the permanent use and occupancy of the headquarters seat, as from the date of entry into force of this agreement. Such grant shall remain in force so long as the permanent headquarters of FAO shall be in the headquarters seat. FAO shall pay to the Government for the use and occupancy of the headquarters seat the total sum of one United States dollar (\$1.00) per annum, payable yearly in advance, commencing on the date of entry into force of this agreement. The passage of time shall not contribute to the acquisition by FAO of the freehold title to the headquarters seat.

Section 4. With respect to the headquarters seat and the installations therein originally provided by the Government, such as elevators, heating, air conditioning and other equipment:

(a) The Government shall be responsible for major repairs of a nonrecurring nature, in particular, but without limitation by reason of this enumeration, the repair of damage resulting from *force majeure*, structural defects or deterioration; for the replacement, when and if necessary, of such installations; and for the

replacement, within a reasonable period, of any building or part thereof in the headquarters seat which may be totally or partially destroyed;

(b) FAO shall be responsible for minor repairs of a recurring nature and for upkeep through the provision of services and materials required to maintain the headquarters seat in a condition suitable for the effective discharge of the functions of FAO.

Section 5. To enable FAO to participate in the proposed network of short-wave communication to be established between the United Nations, its Specialized Agencies and its regional offices, the Government shall, upon request, grant to FAO for official purposes appropriate radio and telecommunication facilities in conformity with technical arrangements to be made with the International Telecommunications Union.

Article III. EXTRATERRITORIALITY OF THE HEADQUARTERS SEAT

Section 6. (a) The Government recognizes the extra-territoriality of the headquarters seat which shall be under the control and authority of FAO as provided in this agreement.

(b) Except as otherwise provided in this agreement, the laws of the Italian Republic shall apply within the headquarters seat.

(c) Except as otherwise provided in this agreement, the courts of the Italian Republic shall have jurisdiction, as provided in applicable laws, over acts done and transactions taking place in the headquarters seat.

Section 7. (a) The headquarters seat shall be inviolable. No officer or official of the Italian Republic, or other person exercising any public authority within the Italian Republic, shall enter the headquarters seat to perform any duties therein except with the consent of, and under conditions approved by, the Director-General. The service of legal process, including the seizure of private property, may take place within the headquarters seat only with the consent of, and under conditions approved by, the Director-General.

(b) Without prejudice to Article X, FAO shall prevent the headquarters seat from being used as refuge by persons who are avoiding arrest under any law of the Italian Republic, required by the Government for extradition to another country, or endeavoring to avoid service of legal process.

Article IV. PROTECTION OF THE HEADQUARTERS SEAT

Section 8. (a) The appropriate Italian authorities shall exercise due diligence to ensure that the tranquility of the headquarters seat is not disturbed by any person or group of persons attempting unauthorized entry or creating disturbance in the immediate vicinity of the headquarters seat, and shall provide on the boundaries of the headquarters seat such police protection as is required for these purposes.

(b) If so requested by the Director-General, the appropriate Italian authorities shall provide a sufficient number of police for the preservation of law and order in the headquarters seat and for the removal therefrom of offenders.

Section 9. The appropriate Italian authorities shall take all reasonable steps to ensure that the amenities of the headquarters seat are not prejudiced and the purposes for which the headquarters seat is required are not obstructed by any use made of the land or buildings in the vicinity of the headquarters seat. FAO shall take

all reasonable steps to ensure that the amenities of the land in the vicinity of the headquarters seat are not prejudiced by any use made by FAO of the land or buildings in the headquarters seat.

Article V. PUBLIC SERVICES IN THE HEADQUARTERS SEAT

Section 10. (a) The appropriate Italian authorities shall exercise, to the extent requested by the Director-General, their respective powers to ensure that the headquarters seat shall be supplied with the necessary public 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 services shall be supplied on equitable terms. In case of any interruption or threatened interruption of any such services, the appropriate Italian authorities shall consider the needs of FAO as being of equal importance with those of essential agencies of the Government, and shall take steps accordingly to ensure that the work of FAO is not prejudiced.

(b) The Director-General shall, upon request, made suitable arrangements to enable duly authorized representatives of the appropriate public service bodies to inspect, repair, maintain, reconstruct, and relocate utilities, conduits, mains and sewers within the headquarters seat under conditions which shall not unreasonably disturb the carrying out of the functions of FAO.

(c) Where gas, electricity or water are supplied by appropriate Italian authorities or bodies under their control, FAO shall be supplied at special tariffs which shall not exceed the lowest rates accorded to Italian governmental administrations.

Article VI. COMMUNICATIONS

Section 11. FAO shall enjoy for its official communications treatment not less favorable than that accorded by the Government to any other organization or government, including diplomatic missions of such other government, in the matter of priorities and rates on mails, cables, telegrams, radiograms, telephotos, telephone and other communications; and press rates for information to press and radio.

Section 12. FAO shall be entitled for its official purposes to use the railway facilities of the Government at special tariffs which shall not exceed the lowest rates of fares and freights accorded to Italian governmental administrations.

Section 13. (a) All communications directed to FAO, or to any of its officers at the headquarters seat, and all outward official communications of FAO, 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. Such immunity shall extend, without limitation by reason of this enumeration, to publications, still and moving pictures and film, and sound recordings. In case of emergency requiring the enforcement of censorship in the Italian Republic, the appropriate Italian authorities shall consult with the Director-General with a view to reaching agreement on appropriate steps to be taken by him or by the appropriate Italian authorities in order to avoid abuse of the immunity from censorship enjoyed by the official communications of FAO and its officers.

(b) FAO shall have the right to use codes and to despatch and receive correspondence and other official communications by courier or in sealed bags,

which shall have the same privileges and immunities as diplomatic couriers and bags.

(c) Nothing in this section shall be construed to preclude the adoption of appropriate security precautions to be determined by supplemental agreement between FAO and the Government.

Article VII. JURIDICAL PERSONALITY AND FREEDOM OF ASSEMBLY

Section 14. The Government recognizes the juridical personality of FAO and, in particular, its capacity:

- (a) To contract;
- (b) To acquire and dispose of movable and immovable property;
- (c) To institute legal proceedings.

Section 15. The Government recognizes the right to convene meetings within the headquarters seat or, with the concurrence of the appropriate Italian authorities, elsewhere in the Italian Republic. At meetings convened by FAO, the Government shall take all proper steps to ensure that no impediment is placed in the way of full freedom of discussion and decision.

Article VIII. PROPERTY OF FAO AND TAXATION

Section 16. FAO and its property, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except insofar as in any particular case FAO shall have expressly waived its immunity. It is, however, understood that no waiver of immunity shall extend to any measures of execution.

Section 17. The property of FAO, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

Section 18. The archives of FAO and in general all documents belonging to FAO or held by it shall be inviolable wherever located.

Section 19. (a) FAO and its property shall be exempt from any form of direct taxation. This exemption shall apply in particular, but without limitation by reason of this enumeration, to the tax on movable property (*imposta sui redditi di ricchezza mobile*), the land income tax (*imposta sui redditi dei terreni*), the tax on income from buildings (*imposta sui redditi dei fabbricati*), the capital levy (*imposta sul patrimonio*) and all local surtaxes (*sovraimposte locali*).

(b) Regarding indirect taxes, levies and duties on operations and transactions, FAO shall enjoy the same exemptions and facilities as are granted to Italian governmental administrations. In particular, but without limitation by reason of this enumeration, FAO shall be exempt from the registration tax (*imposta di registro*); the general receipts tax (*imposta generale sull'entrata*) on wholesale purchases, on contractual services and on tenders for contractual supplies (*prestazioni d'opera, appalti*), on leases of lands and buildings; from the mortgage tax; and from the consumption taxes on electric power for lighting, on gas for lighting and heating, and on building materials.

(c) Articles imported or exported by FAO for official purposes shall be exempt from customs duties and other levies, prohibitions and restrictions on

imports and exports. Such articles shall include, without limitation by reason of this enumeration, publications, still and moving pictures, and film and sound recordings.

(d) FAO shall be exempt from customs duties and other levies, prohibitions and restrictions on the importation of service automobiles, and spare parts thereof, required for its official purposes, on the understanding that the FAO fleet of service automobiles shall at no time exceed twelve vehicles. The Government shall exempt such vehicles from the tax on circulation and shall grant allotments of gasoline or other required fuels and lubricating oils for each such vehicle in quantities and at rates prevailing for heads of diplomatic missions in the Italian Republic.

Article IX. FINANCIAL FACILITIES

Section 20. (a) Without being restricted by any financial controls, regulations or moratoria of any kind, and within the limits prescribed by section 21, FAO may freely:

- (i) Purchase negotiable currencies at authorized banks, and hold and dispose of them; operate currency accounts; and purchase through authorized channels, hold and dispose of funds, securities and gold;
- (ii) Transfer its funds, securities, gold and currencies to or from the Italian Republic, from or to any other country, or within the Italian Republic.

(b) FAO shall, in exercising its rights under this section, pay due regard to any representations made by the Government insofar as effect can be given to such representations while at the same time safeguarding the interests of FAO.

Section 21. (a) Whenever FAO shall convert United States dollars into lire, it shall have the benefit of the exchange rate approved by the International Monetary Fund for transfers abroad, or, in the absence of such a rate, of an effective rate of exchange which shall be in no way discriminatory.

(b) To the extent of any United States dollar conversion into lire, FAO may reconvert lire into United States dollars within a period of two years from the date of each such conversion, and shall have the benefit of the rate of exchange as indicated in subsection (a) prevailing at the time of such reconversion.

(c) In addition to the reconversion mentioned in subsection (b) FAO may, during any financial year of FAO, convert lire into United States dollars up to a maximum of five per centum of its budget for that financial year. This right shall not be cumulative.

(d) FAO may, during any financial year of FAO, convert lire into such currencies other than United States dollars, Swiss francs and Belgian francs as it may consider necessary for its operational purposes, up to a maximum of ten per centum of its budget for that financial year. This right shall not be cumulative.

(e) The Government shall assist FAO to obtain the most favorable conditions as regards exchange rates, banking commissions in exchange transactions and the like.

Article X. TRANSIT

Section 22. (a) The appropriate Italian authorities shall impose no impediment to transit to or from the headquarters seat of the following persons, irrespective of their nationalities, and shall afford them any necessary protection in transit:

- (i) The Chairman of the Council of FAO, representatives of Member Nations, the United Nations, or any Specialized Agency of the United Nations, and their spouses;
- (ii) Representatives of other organizations or bodies with which FAO shall have established consultative relations;
- (iii) Officers of FAO and families and other members of their households;
- (iv) Persons, other than officers of FAO performing missions for FAO, the United Nations or any Specialized Agency of the United Nations, or serving on committees of FAO, and their spouses;
- (v) Representatives of the press, or of radio, film or other information agencies who have been accredited by FAO in its discretion after consultation with the Government;
- (vi) Other persons invited to the headquarters seat by FAO on official business. The Director-General shall communicate the names of such persons to the Government within a reasonable time.

(b) This section shall not apply to general interruptions of transportation, which shall be dealt with as provided in section 10 (a), and shall not impair the effectiveness of generally applicable laws as to the operation of means of transportation.

(c) Visas which may be required for persons referred to in this section shall be granted without charge and as promptly as possible.

(d) No activity performed by any such person in his official capacity as described in subsection (a) shall constitute a reason for preventing his entry into the territory of the Italian Republic or for requiring him to leave such territory.

(e) In case of abuse of the privilege of residence by any such person in activities in the Italian Republic outside his official capacity, such privilege shall not be construed to grant him exemption from the laws of the Italian Republic regarding the continued residence of aliens, provided that:

- (i) No proceeding shall be instituted under such laws to require any such person to leave the Italian Republic except with the prior approval of the Minister of Foreign Affairs of the Italian Republic;
- (ii) In the case of the representative of a Member Nation, such approval shall be given only after consultation with the government of the appropriate Member Nation;
- (iii) In the case of any other person mentioned in subsection (a), such approval shall be given only after consultation with the Director-General, the Secretary-General of the United Nations, or the principal executive officer of the appropriate Specialized Agency, as the case may be;
- (iv) A representative of the Member Nation concerned, the Director-General, the Secretary-General of the United Nations, or the principal executive officer of the appropriate Specialized Agency, as the case may be, shall have

the right to appear and be heard in any such proceedings on behalf of the person against whom they shall have been instituted;

- (v) Persons who are entitled to diplomatic privileges and immunities under section 24 or 28 shall not be required to leave the Italian Republic otherwise than in accordance with the customary procedure applicable to diplomatic envoys accredited to the Italian Republic.

(f) This section shall not prevent the requirement of reasonable evidence to establish that persons claiming the rights granted by this section come within the classes described in subsection (a), or the reasonable application of quarantine and health regulations.

Section 23. The Director-General and the appropriate Italian authorities shall, at the request of either of them, consult as to methods of facilitating entrance into the Italian Republic, and the use of available means of transportation, by persons coming from abroad who wish to visit the headquarters seat and who do not enjoy the privileges conferred by section 22.

Article XI. RESIDENT REPRESENTATIVES TO FAO

Section 24. (a) Every person designated by a Member Nation as its principal resident representative to FAO or as a resident representative to FAO with the rank of Ambassador or Minister Plenipotentiary, and the members of its mission, shall, whether residing inside or outside the headquarters seat, be entitled within the Italian Republic to the same privileges and immunities, subject to corresponding conditions and obligations, as the Government accords to diplomatic envoys and members of their missions of comparable rank accredited to the Government.

(b) In the case of Member Nations whose governments are not recognized by the Italian Republic, such privileges and immunities need be extended to such representatives and their missions only within the headquarters seat, at their residences and offices outside the headquarters seat, in transit between the headquarters seat and such residences and offices, and in transit on official business to or from foreign countries.

(c) Whenever the resident representatives of Member Nations or members of their missions are Italian citizens, or are engaged in any trade or industry within the Italian Republic, the privileges and immunities recognized by international law shall apply to the extent authorized by international law as accepted by the Government.

Article XII. CHAIRMAN OF COUNCIL AND REPRESENTATIVES AT MEETINGS

Section 25. The Chairman of the Council of FAO, representatives of Member Nations, representatives or observers of other nations, and representatives of the United Nations and its Specialized Agencies at meetings convened by FAO shall, while exercising their functions and during their journeys to and from the headquarters seat or other place of meeting, enjoy within and with respect to the Italian Republic the following privileges and immunities:

- (a) Immunity from personal arrest or detention and from seizure of their personal and official baggage;

- (b) Immunity from legal process of any kind with respect to words spoken or written, and all acts performed by them, in the performance of their official functions, such immunity to continue notwithstanding that the persons concerned may no longer be engaged in the performance of such functions;
- (c) Inviolability for all papers and documents;
- (d) The right to use codes and to despatch or receive papers or correspondence by courier or in sealed bags;
- (e) Exemption with respect to themselves and their spouses from immigration restrictions, alien registration and national service obligations;
- (f) The same facilities with respect to currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;
- (g) The same immunities and facilities with respect to their personal and official baggage as are accorded to members of comparable rank of diplomatic missions.

Section 26. (a) Where the incidence of any form of taxation depends upon residence, periods during which the persons designated in section 25 may be present in the Italian Republic for the discharge of their duties shall not be considered as periods of residence.

(b) The privileges and immunities accorded by this Article are conferred not for the personal benefit of the individuals themselves but in order to safeguard the independent exercise of their functions in connection with FAO. The Council of FAO in the case of its Chairman, governments in the case of their representatives or observers, and the United Nations or its appropriate Specialized Agency in the case of their representatives, shall waive the immunity of the Chairman of the Council of FAO or of such representatives or observers, as the case may be, whenever, in the opinion of the Council, the appropriate government, the United Nations, or the appropriate Specialized Agency, as the case may be, the immunity would impede the course of justice, and where it could be waived without prejudice to the purpose for which the immunity was accorded.

Article XIII. OFFICERS OF FAO

Section 27. Officers of FAO shall enjoy within and with respect to the Italian Republic the following privileges and immunities:

- (a) Immunity from preventive arrest, except in the case of flagrancy, or of a crime entailing imprisonment for not less than two years, in which case the appropriate Italian authorities shall immediately notify the Director-General of any such arrest;
- (b) Immunity from seizure of their personal and official baggage;
- (c) Immunity from legal process of any kind with respect to 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 officers of FAO;

- (d) Exemption from any form of direct taxation on salaries, emoluments and indemnities paid to them by FAO;
- (e) Exemption for officers of other than Italian citizenship from any form of direct taxation on income derived from sources outside the Italian Republic;
- (f) Exemption, with respect to themselves, their spouses and relatives dependent on them, from immigration restrictions and alien registration;
- (g) Exemption from national service obligations, provided that, with respect to Italian citizens, such exemption shall be confined to officers whose names have, by reason of their duties, been placed upon a list compiled by the Director-General and approved by the Government; provided further, that should other officers who are Italian citizens be called up for national service, the Government shall, upon request of the Director-General, grant such temporary deferments in the call up of such officers as may be necessary to avoid interruption in the continuation of essential work;
- (h) For officers who are not Italian citizens, freedom to maintain within the Italian Republic or elsewhere foreign securities, foreign currency accounts, and other movable and immovable property; and at the termination of their FAO employment, the right to take out of the Italian Republic without prohibition or restriction their funds in the same currencies and up to the same amounts as they had brought into the Italian Republic through authorized channels;
- (i) The same protection and repatriation facilities with respect to themselves, their families and other members of their households, as are accorded to diplomatic envoys in time of international crisis;
- (j) The right to import, free of duty and other levies, prohibitions and restrictions on imports:
 - (i) Their furniture and effects, including one automobile each, at the time of first taking up their posts in the Italian Republic, either in a single shipment or in two or more separate shipments; and thereafter to import necessary additions to, or replacements of, the same, free of duty and other levies, prohibitions and restrictions on imports; and
 - (ii) Through the medium of FAO, reasonable quantities, to be agreed upon in accordance with a procedure to be established between the Government and FAO, of foodstuffs and other articles for personal use and consumption and not for gift or sale.

Section 28. (a) In addition to the privileges and immunities specified in section 27:

- (i) The Director-General shall be accorded the privileges and immunities, exemptions and facilities accorded to Ambassadors who are heads of missions;
- (ii) The Deputy Director-General or the senior officer of FAO acting on behalf of the Director-General during his absence from duty shall be accorded the rank of Ambassador;
- (iii) The Deputy Director-General, Special Assistants to the Director-General, Regional Representatives, senior members of the Office of the Director General, Directors and deputy Directors of Divisions and such additional

senior officers as may be designated by the Director-General on the grounds of the responsibilities of their positions in FAO, shall be accorded privileges and immunities, exemptions and facilities not less than those accorded to members of the diplomatic corps;

- (iv) Officers of FAO of professional rank, the total number to be agreed upon by the Director-General and the Government, shall be accorded, in respect of each such officer, the right to import every four years, free of duty and other levies, prohibitions and restrictions on imports, one automobile as a substitute for an automobile previously imported; and privileges connected therewith.

(b) All officers of FAO not mentioned in subsections (a)(i), (a)(ii) or (a)(iii) shall be supplied with a special card certifying the fact that they are officers of FAO enjoying the privileges and immunities specified in this agreement and in particular in section 27.

Section 29. (a) The privileges and immunities accorded by this Article are conferred in the interests of FAO and not for the personal benefit of the individuals themselves. The Director-General shall waive the immunity of any officer in any case where, in the opinion of the Director-General, the immunity would impede the course of justice and could be waived without prejudice to the interests of FAO.

(b) FAO and its officers shall cooperate at all times with the appropriate Italian authorities to facilitate the proper administration of justice, to secure the observance of police regulations, and to prevent the occurrence of any abuses in connection with the privileges and immunities accorded by this Article.

Article XIV. EXPERTS, MEMBERS OF FAO MISSIONS AND COMMITTEES AND REPRESENTATIVES OF OFFICIAL ORGANIZATIONS

Section 30. Experts, other than officers of FAO coming within the scope of Article XIII, performing missions for, or serving on committees of, FAO and representatives of official organizations or bodies invited by FAO to the headquarters seat or to meetings convened by FAO, shall enjoy, within and with respect to the Italian Republic, the following privileges and immunities so far as may be necessary for the effective exercise of their functions and during their journeys in connection with service on such missions or committees, and attendance at the headquarters seat and at such meetings:

- (a) Immunity from preventive arrest, except in the case of flagrancy, or of a crime entailing imprisonment for not less than two years, in which case the appropriate Italian authorities shall immediately notify the Director-General of any such arrest;
- (b) Immunity from seizure of their personal and official baggage;
- (c) Immunity from legal process of any kind with respect to words spoken or written, and all acts done by them, in the performance of their official functions, such immunity to continue notwithstanding that the persons concerned may no longer be employed on missions for, or serving on committees of, FAO, or may no longer be present at the headquarters seat or attending meetings convened by FAO;
- (d) Inviolability for all papers and documents;

- (e) For the purpose of their communications with FAO, the right to use codes and to despatch or receive papers or correspondence by courier or in sealed bags;
- (f) Exemption with respect to themselves and their spouses from immigration restrictions, alien registration and national service obligations;
- (g) The same facilities with respect to currency and exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;
- (h) The same immunities and facilities with respect to their personal and official baggage as are accorded to members of diplomatic missions in the Italian Republic.

Section 31. (a) Where the incidence of any form of taxation depends upon residence, periods during which the persons designated in section 30 may be present in the Italian Republic for the discharge of their duties shall not be considered as periods of residence.

(b) The privileges and immunities accorded by this Article are conferred in the interests of FAO and not for the personal benefit of the individuals themselves. The Director-General shall waive the immunity of any such individuals in any case where, in the opinion of the Director-General, the immunity would impede the course of justice and could be waived without prejudice to the interests of FAO.

(c) Nothing in this section shall be construed to preclude the adoption of appropriate security precautions to be determined by agreement between FAO and the appropriate Italian authorities.

Article XV. LAISSEZ-PASSER

Section 32. The Government shall recognize and accept the United Nations laissez-passer issued to officers of FAO and to the Chairman of the Council of FAO as a valid travel document equivalent to a passport.

Article XVI. GENERAL PROVISIONS

Section 33. (a) The Director-General 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 he may deem necessary and expedient, for officers of FAO and persons performing missions for or serving on committees of, FAO.

(b) Should the Government consider that an abuse of privilege or immunity conferred by this agreement has occurred, the Director-General shall, upon request, consult with the appropriate Italian authorities to determine whether any such abuse has occurred. If such consultations fail to achieve a result satisfactory to the Director-General and the Government, the matter shall be determined in accordance with the procedure set out in Article XVII.

(c) Without prejudice to the independent and proper working of FAO, the Government may, after consultation with the Director-General, take all precautionary measures necessary to the national safety.

(d) All persons of Italian citizenship shall enjoy the privileges and immunities accorded by the agreement to the extent recognized by international law as accepted by the Government.

Article XVII. SUPPLEMENTAL AGREEMENTS AND
SETTLEMENT OF DISPUTES

Section 34. (a) FAO and the Government may enter into such supplemental agreements as may be necessary within the scope of this agreement.

(b) Upon accession by the Italian Republic to the Convention on Privileges and Immunities of the Specialized Agencies,¹ such Convention and this agreement shall, where they relate to the same subject matter, be treated, wherever possible, as complementary; but in case of conflict, the provisions of this agreement shall prevail.

Section 35. Any dispute between FAO and the Government concerning the interpretation or application of this agreement or any supplemental agreements, or any question affecting the headquarters seat or the relationship between FAO and the Government, 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 chosen by the Director-General, one to be chosen by the Minister of Foreign Affairs of the Italian Republic, and the third, who shall be Chairman of the tribunal, to be chosen by the first two arbitrators. Should the first two arbitrators fail to agree upon the third, such third arbitrator shall be chosen by the President of the International Court of Justice.

Article XVIII. OPERATION OF THIS AGREEMENT

Section 36. (a) This agreement shall enter into force upon an exchange of notes between the Director-General, duly authorized pursuant to a resolution of the Council of FAO and the duly authorized representative of the Government.

(b) Consultations with respect to modification of this agreement shall be entered into at the request of FAO or the Government. Any such modification shall be by mutual consent.

(c) This agreement shall be construed in the light of its primary purpose to enable FAO at its headquarters in the Italian Republic fully and efficiently to discharge its responsibilities and fulfill its purposes.

(d) Wherever this agreement imposes obligations on the appropriate Italian authorities, the ultimate responsibility for the fulfillment of such obligations shall rest with the Government.

(e) This agreement shall cease to be in force:

(i) By mutual consent of FAO and the Government;

¹ United Nations, *Treaty Series*, vol. 33, p. 261. For the final and revised texts of annexes published subsequently, see vol. 71, p. 318; vol. 79, p. 326; vol. 117, p. 386; vol. 275, p. 298; vol. 314, p. 308; vol. 323, p. 364; vol. 327, p. 326; vol. 371, p. 266; vol. 423, p. 284; vol. 559, p. 348; vol. 645, p. 340; vol. 1057, p. 320, and vol. 1060, p. 337.

- (ii) If the permanent headquarters of FAO is removed from the territory of the Italian Republic, except for such provisions as may be applicable in connection with the orderly termination of the operations of FAO at its permanent headquarters in the Italian Republic and the disposition of its property therein.

[For the testimonium and signatures, see p. 550 of this volume.]

IN WITNESS WHEREOF the Government and FAO have signed this agreement at Washington the 31st day of October 1950, in two copies in English and Italian, the text in both languages being authentic.

IN FEDE DI QUANTO SOPRA il Governo e la FAO hanno firmato il presente Accordo, a Washington, il giorno trentuno ottobre 1950, fatto in due copie, una in lingua inglese, l'altra in lingua italiana, entrambi i testi facendo ugualmente fede.

For the Government of the Italian Republic:
Per il Governo della Repubblica Italiana:

[*Signed — Signé*]¹

Ambassador of Italy
Ambasciatore d'Italia

For the Food and Agriculture Organization of the United Nations:
Per l'Organizzazione delle Nazioni Unite per l'Alimentazione e l'Agricoltura:

[*Signed — Signé*]²

Director-General
Direttore Generale

¹ Signed by Gino Buti — Signé par Gino Buti.

² Signed by Norris E. Dodd — Signé par Norris E. Dodd.

ANNEX A TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE ITALIAN REPUBLIC AND THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS REGARDING THE HEADQUARTERS OF THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS

HEADQUARTERS SEAT

The following is a description of the land and buildings referred to in section 1 (f)(i) of the Agreement, and shown on attached Drawing No. 46F, dated July 1950 as prepared by Architect Vittorio Cafiero for the Italian Ministry of Public Works, and revised and dated Washington, October 27, 1950, and which Drawing¹ is an integral part of this Annex.

Boundary Definitions

The headquarters seat is situated in the Aventine Quarter of Rome in the zone described in folio 513 of the New City Survey of Rome as Plots Nos. 185 and 231, and Plot No. 205 as shown in Drawing No. 46F. It forms part of a larger area which was originally intended to be the seat of the Ministry of Italian Africa, and which is bounded on the North-West by Viale Aventino, on the South-East by the small hill of Santa Balbina and by Survey Plot No. 186 of municipal property, on the South-West by the private property of the Collegio dei Missionari del Sacro Cuore, and on the North-East by Viale Terme di Caracalla, and municipally owned areas.

Four buildings were planned for this area, as indicated on Drawing No. 46F, of which so far only Buildings B and D — the latter now occupied by the Italian Ministry of Posts and Telecommunications — have been constructed. Building A is to be constructed under law No. 173 of 10 August 1950, published in the *Gazzetta Ufficiale*, No. 210 of 13 September 1950 and therefore, for the purpose of the following description, it will be considered as completed. Only the central nucleus of Building C has so far been constructed, comprising 156 square meters, more or less, and surrounding the chimney which was to serve the heating plant for the complete block of four buildings.

The headquarters seat consists of the land, together with the buildings erected thereon, which is marked on Drawing 46F by diagonal lines moving from left top to bottom right and by criss-crossing lines. The headquarters seat accordingly consists of two distinct parts, separated from each other by land not included in the headquarters seat, all as shown on Drawing No. 46F.

The larger of the two parts consists of three areas, the Main Buildings Area, the Garage and Parking Area, and the Area Subject to Right of Passage to and from Buildings C and D.

The smaller part consists of the Heating and Cooling Plants Area.

Main Buildings Area

The Main Buildings Area comprises an area of 17,471.75 square meters, more or less, defined by the lines shown on Drawing No. 46F joining points 1 and 31, and contains Buildings A and B (covering respectively 3,987 and 5,011 square meters of land, more or less), which house FAO offices, working space and meeting-rooms.

The boundary of this area is defined by the following lines:

Line joining points 0, 1, 2, 3, 4. Point 0 is a point 10 meters South-West of the North corner of the outer wall of Survey Plot No. 186, as indicated on Drawing No. 46F.

Point 1 is situated 20 meters from Point 0, on a line projected in a North-Westerly direction from Point 0 at 90 degrees to the face of the outer wall of Survey Plot No. 186.

¹ See insert in a pocket at the end of this volume.

Point 2 is at the intersection of the extensions of the exterior faces of the South-East wall of Building B and the North-East wall of Building A.

Points 3 and 4 are the respective exterior corners of the South-East façade of Building B.

The line joining points 4, 5, 6 follows the exterior faces of the South-West wall of Building B and the South-East wall of the Uffici Cassa, the latter being a ground-floor extension in the middle of the façade of Building B and covering 533.8 square meters, more or less.

Line joining points 6, 7, 8, 9. Point 6 is the exterior South corner of Uffici Cassa.

Point 7 is situated on the extension of line 5-6, at 1.50 meters from point 6.

Point 8 is situated 10 meters to the South-East from the latitudinal axis of Building B and 5 meters from the exterior face of the South-West wall of Uffici Cassa.

Point 9 is situated on the parallel to the latitudinal axis of Building B passing through point 8, and shall be 2.50 meters from the passage joining Buildings D (Ministry of Posts and Telecommunications) and C, but not nearer the exterior face of the South-West wall of Building B than is shown on Drawing No. 46F.

The line joining points 9, 10 is parallel to the South-West façade of Building B.

The line joining points 10, 11 is parallel to the latitudinal axis of Building B and 10 meters North-West of it.

Line joining points 11, 12, 13. Point 11 is situated on line 10-11 at 2.50 meters from the exterior face of the South-West wall of Uffici Cassa.

Point 12 is situated on the façade of the low annex of Building D at 1.50 meters from the South-West façade of Uffici Cassa.

Point 13 is the point where the low annex of Building D meets the South-West façade of Uffici Cassa.

Line joining points 13, 14. Point 14 is the West corner of Uffici Cassa.

Line joining points 14, 15. Point 15 is situated on the exterior face of the North-West wall of Uffici Cassa, at its intersection with the extension of the exterior face of the North-East wall of Building D.

Line joining points 15, 16, 17, 18. Point 16 is the corner where the exterior face of the North-East wall of Building D meets the exterior face of the South-East wall of the staircase projection of Building B.

Point 17 is the corner where the exterior face of the North-East wall of Building D meets the exterior face of the North-West wall of the staircase projection of Building B.

Point 18 is the exterior North corner of Building D.

Line joining points 18, 19. Point 19 is the corner where the exterior face of the North-West wall of Building D meets the exterior face of the South-West supporting wall under the terrace adjoining Building B.

The line joining points 19, 20, 21, 22, 23, 24 follows the exterior face of the outer supporting wall of the terrace.

Line joining points 24, 25, 26. Point 24 is the exterior Western corner of the same supporting wall.

Point 25 is situated at the intersection of line 24-26 and the extension of the exterior face of the North-East wall of Building B.

Point 26 is the exterior North corner where the wall dividing the Main Buildings Area from Viale Aventino meets the wall of the staircase of the subway.

The line joining points 26, 27, 28, 29 follows the outer wall dividing the Main Buildings Area from the staircase of the subway, and is on the staircase side of the wall.

Line joining points 29, 30. Point 29 is the corner where the wall of the subway staircase meets the edge of the sidewalk of Viale Aventino.

Point 30 is 5 meters to the North-East from point 29 on the same edge of the same sidewalk.

Line joining points 30, 31. Point 31 is situated 13 meters from point 30 on a line at right angles to line 29-30.

The combined straight and curved line joining points 31, 1 is to be as shown on Drawing No. 46F.

Garage and Parking Area

The Garage and Parking Area comprises an area of 1,959 square meters, more or less, defined by the lines joining points 32 and 38, as follows:

The line joining points 32, 33, 34, 35 follows the North-West face of the South-West wall of Survey Plot No. 186, point 34 being at an angle in the wall and point 32 being the North corner of the garage.

Line joining points 35, 36. Point 35 is the point where the corner of the South-West wall, described above, of Survey Plot No. 186 meets Viale Guido Baccelli.

Point 36 is the point of intersection between Viale Guido Baccelli and the line joining points 36, 37, 38.

The line joining points 36, 37, 38 is parallel to line 32-34 and 25 meters distant from it.

The line joining points 38, 32 is at 90 degrees to lines 32-34 and 36-38 and forms the North-West façade of the Garage and Parking Area. The part of the Garage and Parking Area defined by the line joining points 32, 33, 37, 38 is to contain the garage itself, and the part defined by the line joining points 33, 34, 35, 36, 37 is to contain an unbuilt-on space for parking purposes.

Area Subject to Right of Passage to and from Buildings C and D

The Area Subject to Right of Passage to and from Buildings C and D comprises an area of 3,240 square meters, more or less, defined by the lines joining points 0, 1, 2, 3, 4, 5, B, A, 38, 32, 0.

The line A-B is on the extension of line 15-18, between point A, on the supporting wall on the small hill of Santa Balbina, and point B, on the South-East façade of Uffici Cassa. This line is thus parallel to the South-West façade of Building B, and 10 meters distant from it.

This part of the headquarters seat, which is marked on the attached plan by criss-crossing lines, is subject to the right of passage to and from Buildings C and D, but without other diminution of the rights, privileges and powers granted to FAO by the Agreement.

Heating and Cooling Plants Area

The Heating and Cooling Plants Area comprises an area of 464 square meters, more or less, defined by lines joining points 39, 40, 41, 42, and is part of the building formerly intended to house the heating plant for the complete block of Buildings A, B, C, D. The above-mentioned area of 464 square meters, more or less, will house the heating and cooling plants for the headquarters seat. This area comprises an underground hall (26 × 14.6 meters) for the heating plant, with 19 recesses to hold the cooling plant and staircase, and for use as storage space for fuel oil and other fuel, and reservoirs; it also comprises two rooms on the ground floor.

The Heating and Cooling Plants Area, as defined above, is entirely separate from the other part of the same construction serving buildings not included in the headquarters seat, and it has its own entrance in its South-West façade defined by line 40-41.

Markers

The boundaries and points of reference described above will be precisely designated by stone marks, white travertine lines on the ground, or bronze wall-plates, as the case may be, giving the same reference numbers or letters as appear on Drawing No. 46F. The precise location of these marks will be determined at the site, by mutual agreement, in accordance with this Annex and Drawing No. 46F. These marks, lines or plates will be placed in position gradually, as the work proceeds.

Common Facilities

The area marked by diagonal lines moving from right top to bottom left on Drawing No. 46F is intended for the common use of the occupants of the headquarters seat and of Buildings C and D, especially for transit purposes.

The occupants of the headquarters seat and of Building D may use, for the same purposes, and for parking, the space reserved for Building C, comprising 2,660 square meters, more or less, until this space is required for the completion of the construction of Building C.

The piping for hot water, steam, cold water, and drinking water, which connects the Heating and Cooling Plants Area of the headquarters seat with the Main Buildings Area passes through the heating plant serving Buildings D and C and then runs side by side with the piping for Buildings D and C through an underground passage as far as the outer wall of Uffici Cassa. Where the piping of the headquarters seat passes through land not included in the headquarters seat, the respective passages will be reserved for the common use of the occupants of headquarters seat and of Buildings C and D, for the purpose of supervision and repairs.

At the point of entry of the FAO piping into the headquarters seat under the outer wall of Uffici Cassa, a metal door will divide the part of the underground passage in common use from that in the exclusive use of FAO.

The chimney in the present small nucleus of Building C, with the respective underground passages, will be reserved for common use for the heating plants of both FAO and of the Ministry of Posts and Telecommunications and the future Building C.

It is understood that when the Italian Government proceeds to construct Building C, the latter can, on the North-East side, be adjacent to Building B, leaving, at ground-floor level, between the two buildings, a passage as indicated on Drawing No. 46F. It is also understood that during the construction of Building C, the area in common use between its South-West and South-East façades and the outer wall, and that part of the area along its North-East and North-West façades which is strictly necessary, will be available for vehicles, equipment and other reasonable requirements for the progress of the work until the completion of building.