

No. 24046

**AUSTRALIA
and
COMMISSION
FOR THE CONSERVATION OF ANTARCTIC MARINE
LIVING RESOURCES**

Interim Agreement concerning certain privileges and immunities of the Commission. Signed at Canberra on 15 August 1983

Authentic text: English.

Registered by Australia on 24 April 1986.

**AUSTRALIE
et
COMMISSION
POUR LA CONSERVATION DE LA FAUNE
ET DE LA FLORE MARINES DE L'ANTARCTIQUE**

Accord intérimaire relatif à certains privilèges et immunités de la Commission. Signé à Canberra le 15 août 1983

Texte authentique : anglais.

Enregistré par l'Australie le 24 avril 1986.

INTERIM AGREEMENT¹ BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE COMMISSION FOR THE CONSERVATION OF ANTARCTIC MARINE LIVING RESOURCES CONCERNING CERTAIN PRIVILEGES AND IMMUNITIES OF THE COMMISSION

The Government of Australia and the Commission for the Conservation of Antarctic Marine Living Resources;

Having regard to Article XIII of the Convention on the Conservation of Antarctic Marine Living Resources drawn up at Canberra on 20 May 1980² which provides that the Headquarters of the Commission for the Conservation of Antarctic Marine Living Resources shall be established at Hobart, Tasmania, Australia;

Desiring to define the legal capacity, privileges and immunities of the Commission in Australia under Article VIII of the Convention on the Conservation of Antarctic Marine Living Resources;

Have agreed as follows:

Article 1. DEFINITIONS

For the purpose of this Agreement:

(a) "Appropriate authorities" means the national, State, Territory or local authorities as the context may require, in accordance with the laws of Australia and its States and Territories.

(b) "Commission" means the Commission for the Conservation of Antarctic Marine Living Resources and, where the context so requires, includes the Scientific Committee for the Conservation of Antarctic Marine Living Resources, their subsidiary bodies and the Secretariat established by the Convention.

(c) "Convention" means the Convention on the Conservation of Antarctic Marine Living Resources drawn up at Canberra on 20 May 1980, which entered into force on 7 April 1982.

(d) "Executive Secretary" means the Executive Secretary appointed under Article XVII of the Convention.

(e) "Government" means the Government of Australia.

(f) "Headquarters" means premises of the Commission including the buildings or parts of buildings and the land ancillary thereto, irrespective of ownership, occupied by the Commission for the performance of its official activities.

(g) "Official activities" means all activities, including administrative and other activities, undertaken by the Commission pursuant to the Convention.

Article 2. LEGAL PERSONALITY

The Commission shall have legal personality.

¹ Came into force on 15 August 1983 by signature, in accordance with article 15 (1).

² United Nations, *Treaty Series*, vol. 1329, p. 47.

Article 3. PREMISES

1. The Headquarters of the Commission shall be inviolable.
2. The Government shall arrange for the provision at nominal rental to the Commission of suitable permanent premises in Hobart, Tasmania, Australia.
3. The Government shall take all appropriate steps to protect the Headquarters of the Commission against any intrusion or damage and to prevent any impairment of its dignity.
4. The Government shall arrange for the Headquarters to be supplied by the appropriate authorities with available public services, such as electricity, water, sewerage, gas, mail, telephone, telegraph, drainage, collection of refuse and fire protection, on terms no less favourable than those enjoyed by the Government.
5. The Commission shall make known to the Government the need for any changes to the location or extent of its permanent premises or archives and of any temporary occupation of premises for the performance of its official activities. Where any premises other than those arranged under Article 3(2) of this Agreement are used or occupied by the Commission for the performance of its official activities, such premises shall, with the concurrence of the Government, be accorded the status of premises of the Commission. Where any permanent or temporary changes are made to the premises of the Commission in accordance with this paragraph, any additional premises occupied by the Commission shall not necessarily be provided by the Government at nominal rental.
6. Without prejudice to the terms of this Agreement, the Commission shall not permit the Headquarters of the Commission to become a refuge from justice for persons avoiding arrest or service of legal process or against whom an order of extradition or deportation has been issued.
7. The appropriate authorities may enter the Headquarters to carry out their duties only with the consent of the Executive Secretary and under the conditions agreed by him. The Executive Secretary's consent will be deemed to have been given in the case of fire or other occurrence which may require immediate protective action. The Executive Secretary shall consult with the Government and the appropriate authorities annually to establish prior conditions for the application of this paragraph.

Article 4. IMMUNITIES OF THE COMMISSION

1. Except as otherwise provided in the Convention or in this Agreement, the activities of the Commission in Australia shall be governed by the laws of Australia.
2. Within the scope of its official activities the Commission and its property, premises and assets shall have immunity from suit and other legal process except:
 - (a) To the extent that the Commission expressly waives such immunity from suit and other legal process in a particular case;
 - (b) In respect of any contract for the supply of goods or services and any loan or other transaction for the provision of finance and any guarantee or indemnity in respect of any such transaction or of any other financial obligation;
 - (c) In respect of a civil action by a third party for death, damage or personal injury arising from an accident caused by a motor vehicle belonging to, or operated on behalf of, the Commission;

- (d) In the event of the attachment, pursuant to the final order of a court of law, of the salaries, wages or other emoluments owed by the Commission to a staff member of the Commission or to an expert;
- (e) In respect of a counter-claim directly connected with proceedings initiated by the Commission.

3. The Commission's property, premises and assets, wherever situated shall have immunity from any form of restrictions or controls such as requisition, confiscation, expropriation or attachment. They shall also be immune from any form of administrative or judicial constraint. These immunities shall cease to apply to relation to property, premises and assets which have been abandoned by the Commission for a period in excess of twelve months.

Article 5. ARCHIVES

The archives of the Commission shall be inviolable. The term "archives" includes all records, correspondence, documents, manuscripts, photographs, computer data storage, films and recordings belonging to or held by the Commission.

Article 6. EXEMPTION FROM TAXES

1. Within the scope of its official activities, the Commission, its property, premises and assets, and its income, including contributions made to the Commission under the Convention, shall be exempt from all direct taxes including income tax, capital gains tax and corporation tax, and all State taxes. The Commission shall be exempt from municipal rates with the exception of the proportion which constitutes payment for specific services rendered in accordance with Article 3(4).

2. The exemption from taxation on income provided for in paragraph 1 above, shall be dependent upon all other Parties also according exemption from taxation on that income.

Article 7. EXEMPTION FROM CUSTOMS AND EXCISE DUTIES AND SALES TAX

1. Goods, including the Commission's publications, motor vehicles and items for official entertainment purposes that are intended for the official use of the Commission shall be exempt from all customs duties including sales tax payable at the customs, except payment for services.

2. Sales tax shall not be payable in respect of goods, including motor vehicles, publications and other information material, upon the sale of which to the Commission sales tax would otherwise be payable by the vendor, if the goods so purchased by the Commission are necessary for its official use.

3. Goods, including items for official entertainment purposes purchased by the Commission for the exercise of its official activities shall be exempt from all excise duties except payment for services.

Article 8. RE-SALE

Goods which have been acquired or imported by the Commission to which exemptions under Article 7 of this Agreement apply shall not be given away, sold, lent, hired out or otherwise disposed of in Australia except under conditions agreed in advance with the Government.

Article 9. CURRENCY AND EXCHANGE

1. The Commission shall be immune from currency and exchange restrictions in respect of funds, currency and securities received, acquired, held or disposed of for its official use.

2. The Commission may operate bank or other accounts for its official use in any currency, and have them transferred freely within Australia or to any other country.

Article 10. COMMUNICATIONS

1. With regard to its official communications and the transfer of all its documents, the Commission shall enjoy treatment not less favourable than that generally accorded to equivalent inter-governmental organisations in the matter of priorities, rates and taxes on mails and all forms of telecommunications.

2. The Commission may employ all appropriate means of communication, including messages in code or cypher. The Government shall not impose any restriction on the transfer of official communications of the Commission or on the circulation of its publications.

3. The Commission may install and use a radio transmitter only with the consent of the Government.

Article 11. PUBLICATIONS

The importation and exportation of the Commission's publications imported or exported by the Commission within the scope of its official activities shall not be restricted in any way.

Article 12. CO-OPERATION

The Commission shall co-operate fully at all times with the appropriate authorities in order to prevent any abuse of privileges, immunities and facilities.

Article 13. CONSULTATIONS

The Government and the Commission shall consult at the request of either of them concerning matters arising under this Agreement.

Article 14. FUTURE NEGOTIATION

This Agreement is without prejudice to the positions of the Parties thereto with regard to the negotiation of a comprehensive Headquarters Agreement between the Commission and the Government.

Article 15. ENTRY INTO FORCE AND TERMINATION

1. This Agreement shall enter into force on signature and will remain in force until 31 December 1983.

2. This Agreement may be terminated at an earlier date by a joint decision of the Government and the Commission. In such event the date on which the Agreement terminates shall be 30 days following the date of an exchange of notes between the Parties.

IN WITNESS WHEREOF the respective representatives being duly authorised thereto have signed this Agreement.

DONE in duplicate at Canberra this fifteenth day of August one thousand nine hundred and eighty-three in the English language.

For the Government
of Australia:

W. G. HAYDEN

For the Commission
for the Conservation
of Antarctic Marine Living Resources:

D. POWELL
