

No. 24610

**UNITED NATIONS
and
CANADA**

Agreement concerning the establishment and support of an information office for North America of the United Nations Centre for Human Settlements (HABITAT). Signed at Nairobi on 23 January 1981

Agreement renewing the above-mentioned Agreement for a three-year period. Signed at Nairobi on 26 March 1984

Authentic texts: English and French.

Registered ex officio on 1 February 1987.

**ORGANISATION DES NATIONS UNIES
et
CANADA**

Accord concernant l'établissement et le financement d'un bureau d'information pour l'Amérique du Nord du Centre des Nations Unies pour les établissements humains (HABITAT). Signé à Nairobi le 23 janvier 1981

Accord reconduisant l'Accord susmentionné pour une période de trois ans. Signé à Nairobi le 26 mars 1984

Textes authentiques : anglais et français.

Enregistré d'office le 1^{er} février 1987.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND
THE UNITED NATIONS CONCERNING THE ESTABLISHMENT
AND SUPPORT OF AN INFORMATION OFFICE FOR NORTH
AMERICA OF THE UNITED NATIONS CENTRE FOR HUMAN
SETTLEMENTS (HABITAT)

PREAMBLE

Whereas the United Nations Audio-Visual Information Centre on Human Settlements (Vision Habitat) has ensured the effective and world-wide distribution and use of audio-visual materials relating to human settlements, with the support of the Government of Canada, in accordance with General Assembly resolution 31/115 of 16 December 1976;²

Whereas the General Assembly, by resolution 34/115 of 14 December 1979,³ expressed its wish that the programme developed by the United Nations Audio-Visual Information Centre on Human Settlements should be continued, after expiration of the Agreement of 27 September 1977 concerning the headquarters and operations of the said Centre,⁴ as an integrated component of a unified information service within the United Nations Centre for Human Settlements (Habitat), the latter hereinafter referred to as "the Centre";

Whereas the Government of Canada is prepared to support the establishment of an Information Office for North America of the Centre (hereinafter referred to as "the Office") in Vancouver for a three-year period commencing 1 October 1980, for the purposes of: *a*) disseminating within this region information relating to human settlements on behalf of the Centre, *b*) monitoring North American developments in the field of human-settlements technology, research and training, and *c*) communicating this information as appropriate through the United Nations system;

Now, therefore, the United Nations and the Government of Canada, for the purpose of carrying out the aforementioned objectives, have agreed as follows:

Article I. PREMISES AND FACILITIES OF THE OFFICE

1. The Office shall be located on the campus of the University of British Columbia, Vancouver, B.C., Canada (hereinafter referred to as "the University"), in adequate premises to be provided, free of charge to the United Nations, by the University during the period of validity of this Agreement.

2. The premises of the Office, and the terms of access to the necessary facilities, equipment and services of the University required for the Office's operations, shall be as set out in the Memorandum of Understanding of 15 December 1980 between the Office and the University.

3. The Government of Canada shall make appropriate arrangements with the University in respect of the above.

¹ Came into force on 23 January 1981 by signature, with retroactive effect from 1 October 1980, in accordance with article VIII (1).

² United Nations, *Official Records of the General Assembly, Thirty-first Session, Supplement No. 39 (A/31/39)*, p. 61.

³ *Ibid.*, *Thirty-fourth Session, Supplement No. 46 (A/34/46)*, p. 106.

⁴ United Nations, *Treaty Series*, vol. 1055, p. 329.

Article II. STATUS AND ADMINISTRATION OF THE OFFICE

The Office shall be considered as being an integral part of the United Nations Centre for Human Settlements (Habitat), a programme of the United Nations. Its administration and management will be subject to the United Nations rules and regulations.

Article III. COOPERATION BETWEEN THE OFFICE AND THE UNIVERSITY

In implementing the information elements of the work programme of the Centre within North America, the Office will cooperate with the University, and vice-versa, within their respective mandates and resources, in activities of an academic nature relating to human settlements which are of mutual interest. The terms of such cooperation, during the period of validity of the present Agreement and upon its termination, shall be as set out in the Memorandum of Understanding of 15 December 1980 between the Office and the University.

Article IV. SUPPORT OF THE OFFICE

1. The Government of Canada hereby undertakes to provide up to a maximum of five hundred thousand Canadian dollars (Cdn \$500,000) to enable the Office to carry out its responsibilities under this Agreement and the aforementioned Memorandum of Understanding. The Canadian contribution shall be made available in Canada, payable to the United Nations Centre for Human Settlements (Habitat).

2. For this purpose, the Centre will open a bank account in Vancouver to be administered by the Executive Director of the Centre in accordance with the financial rules and regulations of the United Nations.

3. It is understood that the funds so provided are to be used solely for the operations and programmes of the Information Office for North America, including audio-visual productions initiated through the Office within the duration of this Agreement, in support of the overall programme of the unified information service of the Centre.

4. Appropriate financial information in accordance with the reporting procedures of the Centre shall be provided annually to inform the Government of Canada of the activities of the Office pursuant to this Agreement.

Article V. PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations¹ (hereinafter referred to as "the Convention") will apply in respect of the Office.

2. For the purposes of Sections 2, 3, 4, 7 and 8 of Article II of the Convention, the expressions "property", "assets", "archives" and "publications" shall include audio-visual materials owned by the United Nations or such materials in the custody of the Office. The immunity from censorship provided under Section 9 of the Convention shall extend to audio-visual materials in the custody of the Office. Incoming and outgoing audio-visual materials to and from the Office shall be exempt from all customs duties and quantitative restrictions. No delays shall be imposed on the entry or exit of such materials.

3. (a) The Secretary-General, on the advice of the Executive Director of the United Nations Centre for Human Settlements (Habitat) and with the concurrence of the receiving State, shall designate the Head of the Information Office for North

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

America as having the status of an official of the United Nations. The Head of the Office will have the privileges and immunities described in Section 18 of Article V of the Convention.

(b) The Secretary-General may also designate, in similar fashion during the course of this Agreement, appropriate additional professional members of the staff of the Office as having the status of experts on mission for the United Nations. These persons will have the privileges and immunities described in Section 22 of Article VI of the Convention.

4. All other members of the staff of the Office will have, in respect of their functions, the immunities described in Section 22(b) of the Convention. Such immunity, however, shall not apply in the case of traffic accidents.

5. In respect of paragraph 3 above, the provisions of paragraphs (b), (e) and (g) of Section 18 of Article V and paragraphs (a), (e) and (f) of Section 22 of Article VI of the Convention shall not apply to any Canadian citizen residing or ordinarily resident in Canada.

6. The Secretary-General shall communicate to the Government of Canada the list of staff members of the Office coming under paragraphs 3, 4 and 5 above, to be updated as necessary.

7. In addition to the foregoing, other persons officially invited by the Office with the approval of the Centre, or who have official business with the Office, shall have their applications for any visa required by Canadian law dealt with as speedily as possible prior to entry. Where necessary, the United Nations will furnish such persons with a certificate, pursuant to Sections 25 and 26 of Article VII of the Convention, that they are travelling on the official business of the United Nations.

Article VI. LIABILITY

The Government of Canada and the University of British Columbia shall not be held responsible for any damage or claim arising out of the operations of the Office. The Centre shall make appropriate arrangements to cover liability for dealing with any action, claim or other demand that may be brought against the United Nations or the Centre arising out of the operations of the Office.

Article VII. SETTLEMENT OF DISPUTES

Any dispute between the United Nations and the Government of Canada concerning the interpretation or application of this Agreement, or any question affecting the Office or the relationship between the Office and the Government of Canada, 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 Secretary-General, one to be appointed by the Government of Canada, and the third, who shall be chairman of the tribunal, to be appointed by the first two arbitrators. Should either party fail to appoint its arbitrator within two months of the appointment of the other party's arbitrator, or if the first two arbitrators fail to agree upon the third within six months following the appointment of the first two arbitrators, the President of the International Court of Justice shall, at the request of either party, designate any necessary arbitrator. The procedure of the arbitration shall be determined by the tribunal, all of whose decisions shall require a majority vote.

Article VIII. DURATION AND AMENDMENT

1. This Agreement shall enter into force on signature with effect from the first day of October 1980, and shall remain in force until the 30th day of September 1983 unless terminated earlier by either party upon six months' written notice to the other party.

2. This Agreement may be modified by mutual consent. Each party shall give full and sympathetic consideration to any request from the other party for such amendment.

3. Upon termination of the present Agreement, any uncommitted funds previously provided by the Government of Canada, beyond those required for closing the Office, shall revert to the Government of Canada.

IN WITNESS WHEREOF the undersigned, duly authorized representatives of the United Nations and of the Government of Canada, respectively, have signed this Agreement.

DONE in duplicate at Nairobi on the twenty-third day of January 1981, in the English and French languages, both versions being equally authentic.

ARCOT RAMACHANDRAN

Under-Secretary-General and Executive
Director of the United Nations Centre
for Human Settlements (Habitat)

For the United Nations

GEOFFREY F. BRUCE

Permanent Representative of Canada to
the United Nations Centre for Human
Settlements (Habitat)

For the Government of Canada

AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND
THE UNITED NATIONS CONCERNING THE ESTABLISHMENT
AND SUPPORT OF AN INFORMATION OFFICE FOR NORTH
AMERICA OF THE UNITED NATIONS CENTRE FOR HUMAN
SETTLEMENTS (HABITAT)

PREAMBLE

Whereas under an Agreement, signed 23 January 1981, between the United Nations and the Government of Canada (hereinafter “the Government”) concerning the Establishment and Support of an Information Office for North America of the United Nations Centre for Human Settlements (Habitat)² the Government agreed to provide support for the establishment of an Information Office for North America of the United Nations Centre for Human Settlements (Habitat) (hereinafter “the Office”) for a three-year period commencing on 1 October 1980, for the purposes of: *a*) disseminating within this region information relating to human settlements on behalf of the Centre, *b*) monitoring North American developments in the field of human settlements technology, research and training, and *c*) communicating this information as appropriate through the United Nations system;

Whereas the aforesaid Agreement expires on 30 September 1983 and both the Government and the United Nations are desirous of renewing said Agreement for a further three-year period commencing on 1 October 1983;

Now, therefore, the United Nations and the Government, for the purpose of carrying out the aforementioned objectives, hereby agree as follows:

Article I. PREMISES AND FACILITIES OF THE OFFICE

1. The Office shall be located on the campus of the University of British Columbia, Vancouver, B.C., Canada (hereinafter referred to as “the University”), in adequate premises to be provided, free of charge to the United Nations, by the University during the period of validity of this Agreement.

The premises of the Office, and the terms of access to the necessary facilities, equipment and services of the University required for the Office’s operations, shall be as set out in the Memorandum of Understanding of 15 December 1980 between the Centre and the University renewed by the parties on 2 August 1983.

3. The Government of Canada shall make appropriate arrangements with the University in respect of the above.

Article II. STATUS AND ADMINISTRATION OF THE OFFICE

The Office shall be considered as being an integral part of the United Nations Centre for Human Settlements (Habitat), a United Nations Secretariat entity. Its administration and management will be subject to United Nations rules and regulations.

¹ Came into force on 26 March 1984, with retroactive effect from 1 October 1983, in accordance with article VIII (1).

² See p. 52 of this volume.

Article III. CO-OPERATION BETWEEN THE OFFICE AND THE UNIVERSITY

In implementing the information elements of the work programme of the Centre within North America, the Office will co-operate with the University, and vice-versa, within their respective mandates and resources, in activities of an academic nature relating to human settlements which are of mutual interest. The terms of such co-operation, during the period of validity of the present Agreement and upon its termination, shall be as set out in the Memorandum of Understanding of 15 December 1980 between the Centre and the University renewed by the parties on 2 August 1983.

Article IV. SUPPORT OF THE OFFICE

1. The Government of Canada hereby undertakes to provide up to a maximum of five hundred and eighty thousand Canadian dollars (Cdn \$580,000) to enable the Office to carry out its responsibilities under this Agreement and the aforementioned Memorandum of Understanding. The Canadian contribution shall be made available in Canada, payable to the United Nations Habitat and Human Settlements Foundation, the financial entity to the Centre.

2. For this purpose, the Centre will open a bank account in Vancouver to be administered by the Executive Director of the Centre in accordance with the financial rules and regulations of the United Nations.

3. It is understood that the funds so provided are to be used solely for the operations and programmes of the Information Office for North America, including audio-visual productions initiated through the Office within the duration of this Agreement, in support of the overall programme of the unified information service of the Centre.

4. Appropriate financial information in accordance with the reporting procedures of the Centre shall be provided annually to inform the Government of Canada of the activities of the Office pursuant to this Agreement.

Article V. PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations¹ (hereinafter referred to as "the Convention") to which Canada became a party on 22 January 1948, will apply in respect of the Office.

2. For the purposes of Sections 2, 3, 4, 7 and 8 of Article II of the Convention, the expressions "property", "assets", "archives", and "publications" shall include audio-visual materials owned by the United Nations or such materials in the custody of the Office. The immunity from censorship provided under section 9 of the Convention shall extend to audio-visual materials in the custody of the Office. Incoming and outgoing audio-visual materials to and from the Office shall be exempt from all customs duties and quantitative restrictions. No delays shall be imposed on the entry or exit of such materials.

3. (a) The Secretary-General, on the advice of the Executive Director of the United Nations Centre for Human Settlements (Habitat) and with the concurrence of the receiving State, shall designate the Head of the Information Office for North America as having the status of an official of the United Nations. The Head of the Office will have the privileges and immunities described in Section 18 of Article V of the Convention.

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

(b) The Secretary-General may also designate, in similar fashion during the course of this Agreement, appropriate additional professional members of the staff of the Office as having the status of experts on mission for the United Nations. These persons will have the privileges and immunities described in Section 22 of Article VI of the Convention.

4. All other members of the staff of the Office will have, in respect of their functions, the immunities described in Section 22(b) of the Convention. Such immunity, however, shall not apply in the case of traffic accidents.

5. In respect of paragraph 3 above, the provisions of paragraphs (b), (e) and (g) of Section 18 of Article V and paragraphs (a), (e) and (f) of Section 22 of Article VI of the Convention shall not apply to any Canadian citizen residing or ordinarily resident in Canada.

6. The Secretary-General shall communicate to the Government of Canada the list of staff members of the Office coming under paragraphs 3, 4 and 5 above, to be updated as necessary.

7. In addition to the foregoing, other persons officially invited by the Office with the approval of the Centre, or who have official business with the Office, shall have their applications for any visa required by Canadian law dealt with as speedily as possible prior to entry. Where necessary, the United Nations will furnish such persons with a certificate, pursuant to Sections 25 and 26 of Article VII of the Convention, that they are travelling on the official business of the United Nations.

Article VI. LIABILITY

The Government of Canada and the University of British Columbia shall not be held responsible for any damage or claim arising out of the operations of the Office. The Centre shall make appropriate arrangements to cover liability for dealing with any action, claim or other demand that may be brought against the United Nations or the Centre arising out of the operations of the Office.

Article VII. SETTLEMENT OF DISPUTES

Any dispute between the United Nations and the Government of Canada concerning the interpretation or application of this Agreement, or any question affecting the Office or the relationship between the Office and the Government of Canada, 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 Secretary-General, one to be appointed by the Government of Canada, and the third, who shall be chairman of the tribunal, to be appointed by the first two arbitrators. Should either party fail to appoint its arbitrator within two months of the appointment of the other party's arbitrator, or if the first two arbitrators fail to agree upon the third within six months following the appointment of the first two arbitrators, the President of the International Court of Justice shall, at the request of either party, designate any necessary arbitrator. The procedure of the arbitration shall be determined by the tribunal, all of whose decisions shall require a majority vote.

Article VIII. DURATION AND AMENDMENT

1. This Agreement shall enter into force on signature with effect from the first day of October 1983, and shall remain in force until the 30th day of September 1986 unless terminated earlier by either party upon six months' written notice to the other party.

2. This Agreement may be modified by mutual consent. Each party shall give full and sympathetic consideration to any request from the other party for such amendment.

3. Upon termination of the present Agreement, any uncommitted funds previously provided by the Government of Canada, beyond those required for closing the Office, shall revert to the Government of Canada.

IN WITNESS WHEREOF the undersigned, duly authorized representatives of the United Nations and of the Government of Canada, respectively, have signed this Agreement in duplicate at Nairobi on the 26th day of March 1984, in the English and French languages, both versions being equally authentic.

[Signed]

ARCOT RAMACHANDRAN

Under-Secretary-General and Executive
Director of the United Nations Centre
for Human Settlements (Habitat)

For the United Nations

[Signed]

DAVID M. MILLER

Permanent Representative of Canada to
the United Nations Centre for Human
Settlements (Habitat)

For the Government of Canada