

No. 25643

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**MULTILATERAL**

**Agreement for the establishment of a Regional Centre on Agrarian Reform and Rural Development for the Near East (with annexes). Concluded at Rome on 28 September 1983**

*Authentic texts: English, French and Arabic.*

*Registered by the Food and Agriculture Organization of the United Nations on 2 February 1988.*

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**MULTILATÉRAL**

**Accord portant création d'un Centre régional de réforme agraire et de développement rural pour le Proche-Orient (avec annexes). Conclu à Rome le 28 septembre 1983**

*Textes authentiques : anglais, français et arabe.*

*Enregistré par l'Organisation des Nations Unies pour l'alimentation et l'agriculture le 2 février 1988.*

## AGREEMENT<sup>1</sup> FOR THE ESTABLISHMENT OF A REGIONAL CENTRE ON AGRARIAN REFORM AND RURAL DEVELOPMENT FOR THE NEAR EAST

### PREAMBLE

The Contracting Parties,

Recognizing that many countries in the Near East have adopted programmes relating to agrarian reform and rural development, and are at various stages of implementing those programmes;

Considering that the implementation and success of such programmes can be greatly enhanced and facilitated through intensified regional cooperation availing itself of a network of national institutions for agrarian reform and rural development and through cooperation between such institutions and an intergovernmental institution;

Considering that the said cooperation can best be achieved through the establishment of a regional centre carrying out its activities in collaboration with all countries and all government and non-governmental organizations and agencies that may be able to provide financial and/or technical support;

Considering further that the creation of such a regional centre would constitute a concrete step in carrying out the objectives and strategies contained in the Declaration of Principles and Programme of Action adopted by the World Conference on Agrarian Reform and Rural Development convened by the Food and Agriculture Organization of the United Nations (FAO), Rome, July 1979, and would also be consonant with the policies embodied in Resolutions 3201 (S-VI)<sup>2</sup> and 3202 (S-VI)<sup>3</sup> on the establishment of a New International Economic Order adopted by the General Assembly of the United Nations;

Noting the Resolution adopted by the Fifteenth FAO Regional Conference for the Near East, Rome, April 1981,<sup>4</sup> requesting that action be taken with a view to the possible establishment of such a regional centre;

<sup>1</sup> Came into force on 30 December 1987, the date on which instruments of ratification or accession had been deposited with the Director-General of the Food and Agriculture Organization of the United Nations by the host State (Jordan) and by the Governments of at least five other States specified in annex I, in accordance with article XII (4):

<i>State</i>	<i>Date of deposit of the instrument of ratification or accession (a)</i>
Egypt .....	20 August 1985
Iraq .....	1 October 1986
Jordan .....	23 February 1984
Pakistan .....	17 July 1987
Syrian Arab Republic .....	30 December 1987
Tunisia .....	31 May 1985 <i>a</i>

<sup>2</sup> United Nations, *Official Records of the General Assembly, Sixth Special Session, Supplement No. 1 (A/9559)*, p. 3.

<sup>3</sup> *Ibid.*, p. 5.

<sup>4</sup> See resolution 1/81 in *Report of the Fifteenth FAO Regional Conference for the Near East*, Rome, 21-25 April 1981, FAO/NERC/81/REP (NERC-Res.1/81), p. 11.

Have agreed as follows:

*Article I.* ESTABLISHMENT, OBJECTIVES AND FUNCTIONS

1. The Contracting Parties hereby establish a Regional Centre on Agrarian Reform and Rural Development for the Near East (hereinafter referred to as “the Centre”), with the objectives and functions set out below.

2. The objectives of the Centre shall be:

- (a) To assist national action and to stimulate and promote regional cooperation relating to agrarian reform and rural development in the Near East through a network of designated national institutions in Member States (hereinafter referred to as “national centres”), with the aim, in particular, of integrating all the rural people in the development process; of improving the production, income and living conditions of small-scale farmers and other needy rural groups; and of involving them in social, cultural and economic life; and
- (b) To act as a servicing institution for its Member States with respect to agrarian reform and rural development, by providing them with consultant services and technical support, by fostering the exchange of ideas and experience and by encouraging such joint or collaborative activities as may benefit those States individually or collectively.

3. For the achievement of its objectives, the Centre shall:

- (a) Conduct and, whenever possible and appropriate through the national centres, promote or assist research on various aspects of agrarian reform and rural development in the Near East, with emphasis on alternative approaches leading to more effective field-action programmes;
- (b) Hold consultative conferences or other meetings enabling national decision-makers, research-workers, planners and executives to exchange ideas and experience on agrarian reform and rural development and to identify areas in which joint collaborative efforts would be for the mutual benefit of Member States;
- (c) Organize training courses in the planning, implementation, monitoring and evaluation of programmes and projects for agrarian reform and rural development, and assist the national centres in organizing their own training courses and workshops;
- (d) Provide consultant services and other technical support to national centres, and maintain liaison with such centres and, where appropriate, give advice to other organizations or agencies concerned with agrarian reform and rural development;
- (e) Serve as a clearing-house and data bank for information on agrarian reform and rural development in the Near East and elsewhere, and promote the dissemination of information by any appropriate form of publication and the preparation of documentation, including the translation of significant publications on agrarian reform and rural development; and
- (f) Perform such other functions as may be necessary or useful for the attainment of its objectives.

*Article II.* SEAT

The seat of the Centre shall be in the Hashemite Kingdom of Jordan.

### Article III. MEMBERSHIP

1. The Members of the Centre shall be:

- (a) Those States specified in Annex I to this Agreement which ratify or accede to this Agreement in accordance with Article XII.1, 3 and 4;
- (b) Those States not specified in Annex I which are admitted to membership in accordance with Article XII.5.

2. Any State which becomes a Member of the Centre shall designate, as soon as possible, a national institution as its national centre, which shall form part of the regional network referred to in Article I.2 (a). If a State does not have such an institution, it shall establish one as soon as possible.

### Article IV. THE GOVERNING COUNCIL

1. The Centre shall have a Governing Council consisting of all Member States.

2. The Governing Council shall hold a regular session once every two years at such time and place as it shall determine. The Governing Council may hold special sessions if it so decides or at the request of one third of the Member States.

3. The Governing Council shall elect its Chairman and other officers. It shall adopt its own Rules of Procedure. Each Member State shall have one vote. Except as otherwise expressly provided in this Agreement, all decisions of the Governing Council shall be taken by a simple majority of the votes cast. A simple majority of the Member States shall constitute a quorum.

4. The participation of non-member States, intergovernmental and non-governmental organizations and other entities, in an observer capacity, at sessions of the Governing Council or its subsidiary bodies shall be regulated by the Rules of Procedure referred to in paragraph 3.

### Article V. FUNCTIONS OF THE GOVERNING COUNCIL

1. The functions of the Governing Council shall be to:

- (a) Review the report and the recommendations submitted to it by the Executive Committee concerning the agrarian reform and rural development situation in Member States and, on this basis, to determine the policy of the Centre and approve its programme of work and its budget;
- (b) Determine the contributions of Member States as provided in Article IX.3;
- (c) Lay down general standards and guidelines for the management and development of the Centre;
- (d) Review the report on the work of the Centre and the audited accounts referred to in Article VIII.3 (a);
- (e) Adopt the Financial Regulations of the Centre;
- (f) Elect the four members of the Executive Committee referred to in Article VI.1;
- (g) Specify the organizations or agencies which shall be invited, in accordance with Article VII.1, to provide technical advisors to assist the Executive Committee;
- (h) Appoint the Director of the Centre in accordance with Article VIII.1;
- (i) Admit States to membership in accordance with Article XII.5;
- (j) Adopt amendments to this Agreement in accordance with Article XIII;
- (k) Adopt rules governing the arbitration of disputes, referred to in Article X.4;

- (l) Approve formal arrangements with other organizations or agencies, referred to in Article XI, and with governments, including any headquarters agreement concluded between the Centre and the State in which the seat of the Centre is situated (hereinafter referred to as “the host State”);
- (m) Set up, under its supervision, such subsidiary bodies as may be necessary or useful for the performance of the functions of the Centre;
- (n) Determine the conditions of employment of the staff; and
- (o) Perform all other functions that have been entrusted to it by this Agreement or that are necessary or useful to carry out the Centre’s activities.

2. The Governing Council may, within the limits determined by it, delegate any matter coming within its functions to the Executive Committee, with the exception, however, of the functions specified in subparagraphs (a), (b), (f), (h), (i) and (j) of paragraph 1.

#### *Article VI. THE EXECUTIVE COMMITTEE*

1. The Centre shall have an Executive Committee consisting of four Member States elected by the Governing Council, and of the host State.

2. In electing the four Member States referred to in paragraph 1, the Governing Council shall take due account of the principle of geographical distribution and of the desirability that all Member States should be given an opportunity to be members of the Executive Committee.

3. The four Member States referred to in paragraph 1 shall be elected, at each regular session of the Governing Council, for terms of two years. However, at the first regular session of the Council, two of the four Member States shall be elected for terms of three years. At subsequent regular sessions, the Council shall specify the commencement of the two-year term to be served by each of the four Member States elected at the session concerned.

4. Notwithstanding paragraph 3, a State shall cease to be a Member of the Executive Committee when it resigns from that Committee or when it gives notice of withdrawal from the Centre. Any vacancy shall be filled by another Member State co-opted, with its concurrence, by the remaining members of the Committee. Any State co-opted shall be a member of the Executive Committee until the end of the term of the State that it is replacing.

5. The Executive Committee shall meet at least once a year at such time as it shall determine. Special sessions of the Executive Committee may be convened at the request of the Chairman of the Executive Committee or of a majority of its members. Sessions of the Executive Committee shall normally be held at the seat of the Centre.

6. At the annual session provided for in paragraph 5 of this Article, the Executive Committee shall elect a Chairman and any other officers from among its members, who shall hold office until the next annual session. The Executive Committee shall adopt its own Rules of Procedure. All decisions shall be taken by a simple majority of the votes cast. A simple majority of the members shall constitute a quorum. The Governing Council may establish rules whereby the Executive Committee may be consulted by correspondence, or other rapid means of communication, if matters of exceptional urgency requiring action by the Committee should arise between two of the Committee’s sessions.

7. The Executive Committee shall:

- (a) Review the activities of the Centre;
- (b) Make recommendations to the Governing Council on any matters relevant to the Council's functions;
- (c) Give guidance to the Director of the Centre on the implementation of the policy and decisions adopted by the Governing Council; and
- (d) Carry out any other functions entrusted to it by this Agreement, or delegated to it by the Governing Council pursuant to Article V.2.

8. At each session, the Executive Committee shall adopt a report, which shall be submitted to the Governing Council.

9. The travel and subsistence expenses of representatives of Members of the Executive Committee arising out of their attendance at Executive Committee sessions shall, to the extent possible, under the Centre's budget, be borne by the Centre.

#### *Article VII. TECHNICAL ADVISORS*

1. The Executive Committee shall be assisted by technical advisors, who shall include the Director of the Centre and a representative of the Director-General of the Food and Agriculture Organization of the United Nations (FAO), as well as representatives of other organizations or agencies invited by the Governing Council to appoint technical advisors.

2. The technical advisors shall advise the Executive Committee on:

- (a) The technical aspects and the funding of the activities and programmes of the Centre;
- (b) The inter-relation and coordination of the activities and programmes carried out by the Centre or under its auspices; and
- (c) Any other technical question referred to them by the Governing Council, the Executive Committee or the Director of the Centre.

3. Whenever the Executive Committee deems it necessary, the technical advisors shall participate, without the right to vote, in all discussions of the Executive Committee that relate to the activities and programmes carried out by the Centre or under its auspices or to any other matters having important technical aspects. The technical advisors shall be given the necessary facilities to meet and exchange their views on the questions referred to in paragraph 2.

4. The travel and subsistence expenses of the technical advisors, arising out of the performance of the functions specified in paragraph 3, shall be borne by the Centre.

#### *Article VIII. THE DIRECTOR AND STAFF*

1. The Centre shall have a Director appointed by the Governing Council on such conditions as it may determine.

2. The Director shall be the legal representative of the Centre. He shall direct the work of the Centre in accordance with the policy and decisions adopted by the Governing Council, and under the guidance of the Executive Committee.

3. The Director shall, through the Executive Committee, submit to the Governing Council at each regular session:

- (a) A report on the work of the Centre, as well as the audited accounts; and
- (b) A draft programme of work of the Centre and a draft budget.

4. The Director shall prepare and convene the sessions of the Governing Council and the Executive Committee, and all other meetings of the Centre. He shall provide the secretariat for such meetings, and shall have the right to participate in these meetings.

5. The Director shall be assisted by a Deputy Director, appointed by the Director with the approval of the Executive Committee. If and for so long as the Director should be prevented from performing his duties, the Deputy Director shall have the powers and duties entrusted to the Director under this Agreement.

6. The Deputy Director and the other staff members of the Centre shall be appointed by the Director in accordance with the policy, general standards and guidelines laid down by the Governing Council. In appointing the staff of the Centre, the Director shall ensure the highest standards of efficiency, professional competence and integrity. In appointing staff to posts at levels to be determined by the Governing Council, the Director shall also pay due regard to the importance of selecting personnel recruited from Member States of the Centre on as wide a geographical basis as possible.

7. The staff of the Centre shall be responsible to the Director. They shall not seek or receive instructions in regard to the performance of their duties from any authority external to the Centre.

#### *Article IX.* RESOURCES OF THE CENTRE

1. The resources of the Centre shall include:

- (a) Any premises, equipment and other facilities owned by the Centre;
- (b) The annual contributions of the Members of the Centre;
- (c) Donations to the Centre; and
- (d) Proceeds from the investment of liquid assets, or part thereof.

2. The Government of the host State shall provide, free of charge or at a nominal rent, such land, buildings and furnishings as are necessary for the efficient conduct of the work of the Centre. It shall also make available, free of charge or on reasonable terms, such other facilities as may be necessary for the well-being of the Director and staff of the Centre, and their families.

3. Member States undertake to pay annual contributions in freely convertible currencies to the budget of the Centre. At each regular session, the Governing Council shall, by a two-thirds majority of the votes cast, determine the aggregate amount of contributions for the following biennium. The Governing Council shall apportion that amount on the basis of the rates at which they contribute under the United Nations scale of assessments in force at the time.

4. To determine the annual contribution of each Member State, the amount apportioned to it shall be divided into two equal instalments, one of which shall be payable at the beginning of the first year of the biennium, and the other at the beginning of the second year.

5. If a State becomes a Member of the Centre in the course of a biennium, its contribution for the year in which it became a Member shall be paid, *pro rata*, as from the beginning of the quarter in which it became a Member.

6. The Centre may, after approval by the Executive Committee, accept gifts, legacies, grants and any other form of donation, from any source, provided that acceptance of such donation is compatible with the objectives of the Centre.

*Article X.* LEGAL STATUS, PRIVILEGES AND IMMUNITIES

1. The Centre shall be an autonomous intergovernmental organization, having the capacity of a legal person to perform any legal act that is necessary or useful for the carrying out of its functions or for the exercise of its powers under this Agreement. Without prejudice to the generality of the foregoing sentence, and within the limits of Article IX.6, the Centre shall have the capacity to contract, to acquire and dispose of immovable and movable property, and to be a party to legal proceedings.

2. Each Member State shall grant:

- (a) To the Centre and its property, funds and assets, such privileges, immunities and facilities as may be appropriate to enable the Centre to carry out its activities; and
- (b) To representatives of any State or intergovernmental organization performing official duties in connection with the work of the Centre, and to the Director and staff of the Centre, such privileges, immunities and facilities as may be appropriate to enable them to perform their official duties.

3. Without prejudice to paragraph 2, the host State undertakes to accord the privileges, immunities and facilities set out in Annex II to this Agreement.

4. Disputes arising out of any agreement — including terms and conditions of employment — between the Centre and any natural person or legal entity which cannot be settled by negotiation or conciliation, and in relation to which the Centre has not waived its immunity from legal process, shall, unless the parties to the dispute have agreed on some other mode of settlement, be submitted to arbitration in accordance with rules which shall be established by the Governing Council.

5. In any case where an immunity conferred upon a person pursuant to this Article or to Annex II to this Agreement would impede the course of justice and can be waived without prejudice to the interests of the Centre, such immunity shall be waived by a Member State in the case of its representative, by the Governing Council or the Executive Committee in the case of the Director of the Centre, and by the Director of the Centre in the case of its staff.

*Article XI.* RELATIONS WITH OTHER ORGANIZATIONS AND AGENCIES

The Centre may cooperate with other intergovernmental organizations and governmental and non-governmental organizations or agencies, in particular those of the region, whose interests and activities are relevant to its objectives. To this end, the Director, acting under the authority of the Governing Council, may establish working relationships with such organizations or agencies, and make any arrangements that may be necessary to ensure effective cooperation. Any formal arrangements entered into with such organizations and agencies shall be subject to the approval of the Governing Council.

*Article XII.* SIGNATURE, RATIFICATION, ACCESSION,  
ENTRY INTO FORCE AND ADMISSION

1. The States specified in Annex I may become parties to this Agreement by:

- (a) Signature of this Agreement followed by the deposit of an instrument of ratification; or
- (b) Deposit of an instrument of accession.



2. This Agreement shall be open for signature at the Headquarters of the Food and Agriculture Organization of the United Nations (FAO) in Rome as from 28 September 1983.

3. Instruments of ratification or accession shall be deposited with the Director-General of FAO.

4. This Agreement shall enter into force, with respect to all States that have ratified or acceded to it, on the date when instruments of ratification or accession have been deposited by the Government of the host State and by the Governments of at least five other States specified in Annex I. Any other State specified in Annex I shall become a party to this Agreement on the date of the deposit of its instrument of ratification or accession.

5. At any time after the entry into force of this Agreement, any State which is not specified in Annex I may notify the Director-General of FAO of its desire to become a Member of the Centre. The notification shall be accompanied by an instrument of accession, whereby the State consents to be bound by the provisions of this Agreement as from the date of its admission. The Director-General of FAO shall transmit copies of the said notification and instrument to the Governing Council, through the Director of the Centre. If, by a two-thirds majority of the votes cast, the Governing Council decides to admit the State, the latter's accession shall take effect on the date of that decision, which shall promptly be notified to the Director-General of FAO.

6. The national centre referred to in Article III.2 shall, where possible, be designated in each instrument of ratification or accession or in a document attached to that instrument.

7. Ratification of this Agreement, or accession thereto, may not be made subject to any reservation.

#### *Article XIII. AMENDMENTS*

1. Subject to paragraph 4, the Governing Council may amend this Agreement by a three-fourths majority of the votes cast, provided that such majority is more than one half of the Member States. Amendments shall take effect, with respect to all contracting parties, on the sixtieth day after their adoption by the Governing Council.

2. Proposals for the amendment of this Agreement may be made either by the Executive Committee or by a Member State in a communication to the Director-General of FAO, who shall promptly notify the proposal to all Member States and to the Director of the Centre.

3. No proposal for amendment shall be considered by the Governing Council unless it was notified by the Director-General of FAO to the Member States at least sixty days before the opening day of the session at which it is to be considered. The adoption of any amendment shall promptly be notified to the Director-General of FAO.

4. Annex II to this Agreement may be amended only in the manner provided for therein.

#### *Article XIV. WITHDRAWAL AND TERMINATION*

1. At any time after the expiration of four years from the date when it became a party to this Agreement any Member State may give notice of its withdrawal from the Centre to the Director-General of FAO. Such withdrawal shall take effect one

year after the date when notice thereof was given or at any later date specified in the notice. The financial obligations of the Member State shall include the entire year in which the withdrawal takes effect.

2. Where withdrawal by a Member State results in there being less than five Member States, the Governing Council shall proceed to the liquidation of the Centre and notify the Depositary accordingly.

3. For the purpose of the aforesaid liquidation, the Governing Council shall order the transfer to the host State of the land provided by it, and of buildings and fixtures thereon, the return to the respective donors of any unused balance of donated funds, and the sale of any remaining assets. The proceeds of the sale and any other funds of the Centre shall, after all obligations, including liquidation costs, have been met, be distributed among the States that were Members of the Centre at the time when notice was given of the withdrawal referred to in paragraph 2, in proportion to the contributions that they had made, in accordance with Article IX.3, for the year during which the said notice was given.

#### *Article XV. INTERPRETATION AND SETTLEMENT OF DISPUTES*

Any dispute concerning the interpretation or application of this Agreement which cannot be settled by negotiation, conciliation or similar means may be referred by any party to the dispute to the Governing Council for its decision, which shall be final and binding upon the parties.

#### *Article XVI. DEPOSITARY*

1. The Director-General of FAO shall be the Depositary of this Agreement. The Depositary shall:

- (a) Send certified copies of this Agreement to the Governments of the States specified in Annex I, and to any other government which so requests;
- (b) Arrange for the registration of this Agreement, upon its entry into force, with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations; and
- (c) Inform the States specified in Annex I and any State that has been admitted to membership of the Centre of:
  - (i) The signature of this Agreement and the deposit of instruments of ratification or accession in accordance with Article XII.1;
  - (ii) The date of entry into force of this Agreement in accordance with Article XII.4;
  - (iii) Notification of the desire of a State to be admitted to membership of the Centre, and admissions, in accordance with Article XII.5;
  - (iv) Proposals for the amendment of this Agreement, and the adoption of amendments, in accordance with Article XIII;
  - (v) Notices of withdrawal from the Centre in accordance with Article XIV.1; and
  - (vi) Any notification received in accordance with Article XIV.2.

2. The original of this Agreement shall be deposited in the archives of FAO.

#### *Article XVII. ANNEXES*

Annexes I and II shall constitute an integral part of this Agreement.

DONE at Rome, Italy, on 28 September 1983, in a single copy in the Arabic, English and French languages, each version being equally authoritative.

IN WITNESS WHEREOF the duly authorized representatives of the States whose names appear hereunder have signed the present Agreement:

For Afghanistan:  
[Pour l'Afghanistan :]

For Cyprus:  
[Pour Chypre :]

[FOTIS G. POULIDES]<sup>1</sup>  
1 October 1985

For Democratic Yemen:  
[Pour le Yémen démocratique :]

[Dr. AHMED ALI QIRSHI]  
28 September 1983

For Egypt:  
[Pour l'Égypte :]

[Dr. Y. HAMDİ]

For Iraq:  
[Pour l'Iraq :]

[ABDUL WAHAB NAJİ ISMAIL]

For Iran:  
[Pour l'Iran :]

For Jordan:  
[Pour la Jordanie :]

[E. EL-MUFTI]

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<sup>1</sup> Names of signatories appearing between brackets were not legible and have been supplied by the Food and Agriculture Organization of the United Nations — Les noms des signataires donnés entre crochets étaient illisibles et ont été fournis par l'Organisation des Nations Unies pour l'alimentation et l'agriculture.

For Lebanon:  
[Pour le Liban :]

For Libyan Arab Jamahiriya:  
[Pour la Jamahiriya arabe libyenne :]

For Mauritania:  
[Pour la Mauritanie :]

For Morocco:  
[Pour le Maroc :]

For Pakistan:  
[Pour le Pakistan :]

For Somalia:  
[Pour la Somalie :]

For the Sudan:  
[Pour le Soudan :]

For Syrian Arab Republic:  
[Pour la République arabe syrienne :]  
[BECHARA SAYAF]

For Tunisia:  
[Pour la Tunisie :]

For Turkey:  
[Pour la Turquie :]

For Yemen:  
[Pour le Yémen :]

[ALY ABDULLAH AL AGHBARY]  
21 May 1986

## ANNEX I TO THE AGREEMENT

## LIST OF STATES REFERRED TO IN ARTICLE III.1 (a)

Afghanistan	Oman
Bahrain	Pakistan
Cyprus	Qatar
Djibouti	Saudi Arabia
Egypt	Somalia
Iran	Sudan
Iraq	Syria
Jordan	Tunisia
Kuwait	Turkey
Lebanon	United Arab Emirates
Libyan Arab Jamahiriya	Yemen Arab Republic
Mauritania	Yemen, People's Democratic Republic of
Morocco	

## ANNEX II TO THE AGREEMENT

## UNDERTAKINGS BY THE HOST STATE

*Introduction*

Pursuant to Articles IX.2 and X.3 of this Agreement, the present Annex relates to the additional rights and obligations of the host State. It shall apply to the State referred to in Part B for as long as that State is the host State.

PART A. *General provisions**Section 1. Privileges, immunities and facilities accorded to the Centre*

1. Without prejudice to Article X.2 (a) of this Agreement, the host State undertakes to accord the following privileges, immunities and facilities to the Centre and to its property, funds and assets, wherever located in that State:

- (a) Immunity from every form of legal process, except insofar as in any particular case the Centre has expressly waived immunity;
- (b) Immunity from search, requisition, confiscation, expropriation and any other form of interference;
- (c) Freedom to hold funds or currency of any kind, to operate accounts in any currency, to transfer funds or foreign currency within the host State or abroad, and to convert any foreign currency into any other currency;
- (d) Freedom, without prejudice to any appropriate security precautions determined by agreement between the host State and the Centre, from censorship of official correspondence and other official communications;
- (e) Exemption from all direct and indirect taxes on the property, income and official transactions of the Centre, except taxes that are no more than charges for services rendered;
- (f) Exemption from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the Centre, or on publications issued by the Centre, for official purposes.

2. The host State shall exercise due diligence to ensure that the security and tranquillity of the premises of the Centre are not in any way impaired and shall, at the request of the Director of the Centre, provide adequate police protection where necessary.

3. The Centre shall enjoy for its official communications treatment not less favourable than that accorded to any other organization or government, including the diplomatic mission of such other government, in the host State, in the matter of priorities and rates for mail, cables, telephone and other communications.

*Section 2. Privileges, immunities and facilities accorded to official representatives, the Director and staff of the Centre and other persons*

1. Without prejudice to Article X.2 (b) of this Agreement, the host State undertakes to accord the following privileges, immunities and facilities:

- a) To the representatives of any State and of any intergovernmental organization with respect to the performance of their official duties in connection with the work of the Centre:
- (i) Immunity from personal arrest or detention except in the case of flagrancy, and from seizure of their personal baggage and, in respect of words spoken or written and all acts done by them in their official capacity, immunity from legal process of any kind;
  - (ii) Inviolability for all papers and documents;
  - (iii) Exemption in respect of themselves and their spouses from immigration restrictions, alien registration or national service obligations;
  - (iv) The same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;
- (b) To the Director and staff of the Centre:
- (i) Immunity from legal process in respect of words spoken or written and all acts done by them in their official capacity;
  - (ii) Exemption from taxation on the salaries and emoluments paid to them by the Centre;
  - (iii) Immunity, together with their spouses and dependants, from immigration restrictions and alien registration;
  - (iv) Together with their spouses and dependants, the same repatriation facilities in time of crisis as officials of comparable rank of diplomatic missions;
  - (v) Provided that they are not nationals of the host State, the right to import free of duty their furniture and effects, including one car, at the time of first taking up their post in the Centre, as well as replacements of such furniture and effects, including a car, at such intervals as may be agreed upon by the Centre and the Government of the host State.

2. In addition to the privileges and immunities referred to in paragraph 1, the Director and staff of the Centre, provided that they are not nationals of the host State, shall be granted the same privileges in respect of exchange facilities as are accorded to officials of comparable rank of diplomatic missions.

3. Subject to the application of measures for the maintenance of public health and security, agreed upon between the host State and the Centre, the host State shall impose no impediment on the entry into, sojourn in and departure from its territory of the representatives of States or intergovernmental organizations referred to in paragraph 1 (a), and their spouses, or of the Director and staff of the Centre, and their spouses and dependants, or of any person visiting the Centre in connection with its work.

4. Any visa required for any person referred to in paragraph 3 shall be granted or extended promptly and without charge.

### *Section 3. Enforcement of the law of the host State*

The Centre shall cooperate with the appropriate authorities of the host State to facilitate the proper administration of justice, secure the observance of police regulations, and prevent the occurrence of any abuses in connection with the privileges, immunities and facilities conferred pursuant to Article X of this Agreement or to the present Annex. The Centre shall promptly examine requests for a waiver of immunity in the circumstances referred to in Article X.5.

### *Section 4. Amendment of this Part*

1. Subject to paragraph 2, the present Part A of this Annex may be amended in the manner set out in Article XIII.1 to 3 of this Agreement.

2. Notwithstanding any other provision of this Agreement, including the present Annex, during such time as a headquarters agreement is in force between the host State and the Centre, no amendment to this Part may be adopted unless the host State has expressly consented thereto.

## *PART B. Specific provisions concerning the Hashemite Kingdom of Jordan*

### *Section 1. Premises of the Centre and related facilities*

1. The seat of the Centre shall be located in the buildings of the Princess Rahma Development Centre at Allan, district of Balqa.

2. In fulfilment of its obligations under Article IX.2 of this Agreement, the Hashemite Kingdom of Jordan undertakes to arrange for the following:

- (a) Placing at the disposal of the Centre, for its exclusive use, furnished and equipped premises that are adequate for the conduct of the work of the Centre;
- (b) Placing at the disposal of the Centre, for its exclusive use, a main building, denominated Building A, comprising directorial and administrative staff offices, auditorium, library, cafeteria/dining room, various other halls, and other facilities with a total area of 2 620.04 m<sup>2</sup>;
- (c) Provision of a building made up of two apartments, denominated Building B, for the use of the Director of the Centre and the Centre's guests, with a total area of 203.96 m<sup>2</sup>;
- (d) Placing at the disposal of the Centre, in addition to the buildings referred to in (b) and (c) above, a twin hostel, denominated Building C, with the capacity to accommodate 60 persons, which is to be completed as soon as possible.

3. The buildings referred to in paragraph 2 shall be placed at the disposal of the Centre for such time as the Hashemite Kingdom of Jordan is the host State. If the seat of the Centre should ever be transferred, the Hashemite Kingdom of Jordan shall pay to the Centre such compensation for the loss of enjoyment of buildings or fixtures wholly or partially financed by the Centre as may be equitable in the circumstances of the case.

4. The Hashemite Kingdom of Jordan shall, at the request of the Centre, arrange for and bear the cost of any necessary repairs to the buildings referred to in paragraph 2 other than repairs which form part of the routine maintenance of the said buildings.

5. At the request of the Centre, the Hashemite Kingdom of Jordan shall use its best endeavours to arrange for the appropriate housing of staff members and their families.

### *Section 2. Privileges, immunities and facilities*

1. The taxes referred to in Section 1, paragraph 1 (e), of Part A shall include customs duties and dues on motor vehicles, furniture and equipment. Likewise, donations, including anything considered necessary by the Centre for its establishment or for attaining its objectives, shall also be exempt from such taxes and dues.

2. Any funds or property transferred by the Centre, for educational or scientific purposes, to any natural person or to any non-profit organization shall be exempt from the payment of taxes by such person or organization.

3. Staff members of the Centre, including the Director, shall, provided that they are not nationals of the Hashemite Kingdom of Jordan, be permitted to maintain assets outside the Hashemite Kingdom of Jordan and be exempt from any form of taxation on income derived from sources outside the Hashemite Kingdom of Jordan or on property outside the Hashemite Kingdom of Jordan. They shall furthermore be exempt from national service obligations.

4. The Hashemite Kingdom of Jordan shall adopt any legislation necessary to give effect to the legal capacity of the Centre and to the privileges, immunities and facilities referred to in this Agreement, including the present Annex.

*Section 3. Amendment of this Part*

1. Subject to paragraph 2, the present Part B of this Annex may be amended in the manner set out in Article XIII.1 to 3 of this Agreement.

2. Notwithstanding any other provision of this Agreement, including the present Annex, no amendment to this Part may be adopted unless the Hashemite Kingdom of Jordan has expressly consented thereto.

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