

No. 26923

GUATEMALA
and
INTER-AMERICAN INSTITUTE
FOR COOPERATION ON AGRICULTURE

Basic Agreement concerning institutional relations and privileges and immunities. Signed at Guatemala City on 29 August 1985

Authentic text: Spanish.

Registered by Guatemala on 6 November 1989.

GUATEMALA
et
INSTITUT INTERAMÉRICAIN
DE COOPÉRATION POUR L'AGRICULTURE

Accord de base relatif aux relations institutionnelles et aux privilèges et immunités. Signé à Guatemala City le 29 août 1985

Texte authentique : espagnol.

Enregistré par le Guatemala le 6 novembre 1989.

[TRANSLATION — TRADUCTION]

BASIC AGREEMENT¹ BETWEEN THE INTER-AMERICAN INSTITUTE FOR COOPERATION ON AGRICULTURE AND THE GOVERNMENT OF THE REPUBLIC OF GUATEMALA CONCERNING INSTITUTIONAL RELATIONS AND PRIVILEGES AND IMMUNITIES

The Inter-American Institute for Cooperation on Agriculture, hereinafter referred to as IICA or the Institute, represented by its Executive Director, Francisco Morillo Andrade, and the Government of the Republic of Guatemala, hereinafter referred to as the Government, represented by its Minister for Foreign Affairs, Fernando Andrade Díaz-Durán,

Considering:

That the Government of the Republic of Guatemala approved the Convention on the Inter-American Institute of Agricultural Sciences, opened for signature by all American States on 15 January 1944;²

That, on 27 May 1980, the Government of the Republic of Guatemala deposited its instrument of ratification of the new Convention on the Institute, known as the Convention on the Inter-American Institute for Cooperation on Agriculture,³ which is intended to replace the name “Inter-American Institute of Agricultural Sciences” by that of “Inter-American Institute for Cooperation on Agriculture”, to broaden the purposes and functions of the Institute, and to reform its basic structure;

That the new Convention on the Institute, upon coming into force on 8 December 1980, legally superseded the earlier Convention;

That, in accordance with the provisions of the new Convention on the Institute, the Inter-American Institute for Cooperation on Agriculture has juridical personality in the territory of the member States;

Now therefore

Conclude this Basic Agreement concerning Institutional Relations and Privileges and Immunities of the Inter-American Institute for Cooperation on Agriculture and its staff, as follows:

CHAPTER I. LEGAL PERSONALITY AND CAPACITY OF THE INSTITUTE

Article 1

The Institute is an international organization, having inter-American scope and full international juridical personality, made up of member States and governed by its Convention; it specializes in agriculture and, in accordance with the Charter of the Organization of American States⁴ and its Buenos Aires Protocol,⁵ is recognized as a specialized inter-American organization.

¹ Came into force on 31 October 1985, the date by which it had been ratified by the Government of Guatemala pursuant to its constitutional provisions, in accordance with article 42.

² United Nations, *Treaty Series*, vol. 161, p. 281.

³ *Ibid.*, vol. 1214, p. 3.

⁴ *Ibid.*, vol. 119, p. 3.

⁵ *Ibid.*, vol. 721, p. 324.

Article 2

The Government recognizes the international juridical personality of the Institute and all of the rights, duties and powers which the latter has under its Convention and regulations, and, in addition, recognizes it as the legal successor to the Inter-American Institute of Agricultural Sciences for all purposes.

Article 3

In accordance with its international juridical personality, the Institute has the capacity to:

- (a) Enter into any kind of contract;
- (b) Own financial resources, movable property, real estate and livestock;
- (c) Purchase, sell, lease, improve or administer any type of property;
- (d) Institute legal or administrative proceedings when that suits its interests, with the option to waive the immunity from prosecution which it enjoys in Guatemala in its capacity as an international organization;
- (e) Accept special contributions, bequests and grants, provided they are compatible with its nature and purposes, in accordance with the Institute's relevant standards. In purchasing real estate, the Institute shall satisfy the conditions required of international organizations by law.

Article 4

The Institute shall have its international headquarters in San José, Costa Rica; the central office of its General Directorate shall be located there.

Article 5

In order to strengthen and facilitate the development of activities undertaken in the Republic of Guatemala, the Institute may enter into cooperation agreements with national or international institutions of a public or private character in areas related to agriculture and rural welfare.

CHAPTER II. PRIVILEGES AND IMMUNITIES OF THE INSTITUTE

Article 6

The Institute, in its capacity as an international organization, shall enjoy all privileges and immunities granted by the Government to the Organization of American States, as well as any others which may be granted to other international organizations accredited to the Republic of Guatemala and those provided in this Basic Agreement.

Article 7

The Institute, its property and assets situated in Guatemala and by whomsoever held, shall enjoy immunity from every form of legal process except in cases where such immunity is expressly waived. It is understood that no such waiver of immunity shall have the effect of subjecting said property and assets to distraint measures.

Article 8

The premises, assets and property of the Institute shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether

by executive, administrative, judicial or legislative action. Its archives and all documents belonging to it shall be inviolable.

Article 9

The Institute, its assets, income and other property, shall be:

(a) Exempt from any kind of tax or assessment, present or future, it being understood that it may not claim exemption from taxes or assessments which constitute payment for public utility services.

(b) Exempt from customs duties or charges of equivalent effect and from any other tax, fee, levy, prohibition or restriction, present or future, in respect of articles or vehicles imported or exported for its official use. Articles or vehicles imported for official use may be sold within the country under the conditions set out by the Government for diplomatic missions accredited to Guatemala.

(c) Exempt from customs duties, prohibitions and restrictions, present or future, on the import and export of its publications.

Article 10

Without being affected by tax provisions, laws, regulations or moratoria of any kind:

(a) The Institute may hold funds in foreign currency and securities and maintain its accounts in any currency.

(b) The Institute shall be free to transfer its foreign-currency funds out of the country.

Where there is a system of exchange restrictions, the Institute shall, in converting the national currency into hard currency so as to make remittances abroad, enjoy the same treatment as diplomatic missions.

Article 11

In Guatemala the Institute shall enjoy franking privileges and favourable treatment for its official communications equivalent to those accorded to diplomatic missions accredited to Guatemala as regards priorities, rates, surcharges, fees or taxes on letters, cables, telexes, telegrams and radiograms, telephone calls and any other medium of communication, as well as press rates for printed matter to be used in publicity in any medium, provided such treatment is not at variance with the provisions of international treaties.

Neither the Institute's correspondence nor any of its official communications shall be censored in any way.

Article 12

The Institute shall have the right to use codes and to send and receive official correspondence in sealed bags; the latter shall enjoy privileges and immunities of the kind granted to diplomatic bags.

CHAPTER III. PRIVILEGES AND IMMUNITIES OF THE STAFF

Article 13

From the time he is elected and for as long as he remains in office the Director General of the Institute shall, while in the country, enjoy, with respect to all acts

pertaining to the exercise of his duties, all the immunities, privileges and freedoms afforded to heads of diplomatic missions accredited to the Government. Such immunities, privileges, exemptions and freedoms shall be not less than those recognized by the Vienna Convention on Diplomatic Relations,¹ international custom and any other pertinent laws in effect, on the understanding that where the latter are conditional upon reciprocal treatment between States, this requirement shall not be enforced.

Article 14

The spouse, minor children or dependents of the Director General shall enjoy the same immunities and privileges, while in the country, as members of the families of heads of diplomatic missions, on the same conditions and with the same provisions as are set out for such persons in the Vienna Convention on Diplomatic Relations and accepted by international custom.

Article 15

The Deputy Director General and Assistant Deputy Directors General and their families shall enjoy the same privileges and immunities, while in the country, as envoys or diplomatic agents and their families in accordance with the Vienna Convention on Diplomatic Relations and international custom.

Article 16

The Area Director, who shall at the same time serve as director of the national office, while in Guatemala shall enjoy the privileges and immunities normally granted by the Government to Heads of Diplomatic Missions in accordance with the Vienna Convention on Diplomatic Relations and international custom.

Article 17

The staff of the Institute shall enjoy immunity from any administrative or judicial proceeding in respect of acts carried out or statements made by them orally or in writing in the exercise of their official duties. They shall likewise be exempt from all taxes or other levies on the salaries and emoluments paid them by the Institute.

Article 18

Members of the international professional staff of the Institute who are not of Guatemalan nationality and whose duties require them to stay in Guatemala shall:

- (a) Enjoy immunity from any obligatory national service;
- (b) Receive, as shall their dependent spouses and relations, all facilities granted to diplomatic agents as regards immigration and alien registration and repatriation in time of international crisis;
- (c) Enjoy, with respect to international transfer of funds, exemptions and conditions identical to those enjoyed by diplomatic agents accredited to the Government;
- (d) Be entitled to import, duty- and tax-free household furniture, equipment and other personal or necessary effects for their family use upon assuming their duties and taking up residence in Guatemala;

¹ United Nations, *Treaty Series*, vol. 500, p. 95.

(e) Be permitted to import, duty- and tax-free, vehicles for their own use, on the same terms as those accorded to accredited diplomatic staff. These conditions shall be governed by the relevant laws and decrees in effect. Should the official die or be permanently physically disabled in the exercise of his duties, or for such other reason of *force majeure* as may be determined by the Government, the vehicles may be sold, free of any kind of tax, prior to completion of the minimum period of use required by the Government;

(f) Be entitled to import, or to buy in Guatemala, additionally and in reasonable quantities, subject to the norms set by the Institute and the Government, articles for their own use and consumption or that of their household and members of their family while in Guatemala. The said articles shall be free of any kind of tax;

(g) Be entitled, on the expiration of their assignment to Guatemala, to export their household furniture, personal and family belongings and personal vehicle free of any kind of tax;

(h) Have the right, as will members of their family, to carry a card identifying them as international civil servants accredited to Guatemala.

Article 19

Officials of the Institute who are of Guatemalan nationality, when carrying out official missions abroad, shall:

(a) Enjoy monetary and exchange facilities;

(b) Enjoy all kinds of travel facilities similar to those granted to diplomatic agents;

(c) If transferred to work in another country, be entitled to export, free of tax, their household furnishings and personal and family belongings;

(d) Upon returning to the Republic of Guatemala from a mission of more than two years abroad, be entitled to import, free of tax, their household furnishings and personal and family belongings as well as a personal vehicle;

(e) Be assigned to obligatory national service, however, the Government shall take into account the needs declared by the Institute.

Article 20

Institute staff working permanently in the Republic of Guatemala, and who are not part of the international professional staff, shall be governed by Guatemalan labour and social security legislation.

Article 21

The Institute shall provide the Government, through the Director of the IICA office or his duly authorized representative, with the names of the staff enjoying the privileges and immunities set out in the foregoing articles.

CHAPTER IV. PRIVILEGES AND IMMUNITIES OF THE REPRESENTATIVES OF THE STATES MEMBERS OF THE INSTITUTE

Article 22

The Government shall grant representatives of States members of the Institute, while on official mission in Guatemala, inviolability of all papers and documents,

immunity from all administrative or judicial proceedings related to any act carried out in the exercise of their duties and such of the travel facilities listed below in Chapter V as appropriate.

CHAPTER V. TRAVEL FACILITIES

Article 23

The Government recognizes the official travel document issued by the General Secretariat of the Organization of American States as a valid document that will allow the officials of the Institute to enter and leave Guatemala.

Article 24

Applications for visas in the official travel documents or in the personal passports of officials of the Institute and their families, when made by the officials, shall be processed by the competent Governmental authorities as quickly as possible.

The Government shall also, at the Institute's request, grant facilities for the obtaining of visas, to persons who the Institute indicates wish to enter the country to carry out studies or to participate in meetings, conferences, seminars or other Institute activities.

Article 25

Having regard to the purpose of the service, domestic or international travel by Institute officials on official mission, or by persons entering the country to participate in meetings, conferences, seminars or other Institute activities, shall be subject only to the payment of such port, airport or embarkation fees as are levied on diplomatic agents accredited to Guatemala. This provision shall also apply to the families of such officials and persons.

Article 26

All Institute officials, and family members living with them, shall be exempt from any immigration restriction and alien registration requirements; their entry into, residence in and departure from Guatemala in the discharge of their duties shall be facilitated. This provision shall also cover persons who, although not officials of the Institute, are visiting Guatemala at the behest of the management of the Institute in order to carry out tasks related to its functions.

Article 27

None of the foregoing provisions shall preclude the application of health or quarantine regulations.

CHAPTER VI. NATURE OF PRIVILEGES AND IMMUNITIES

Article 28

The privileges and immunities are granted to the staff of the Institute for the purpose of safeguarding their independence in the discharge of their duties and exclusively in the interests of the institution. Consequently, the Director General shall have the right and the duty to waive the immunity of any official, or to explicitly delegate that power, if he considers that such immunity is obstructing the course of justice and that it may be waived without prejudice to the interests of the Institute.

Article 29

The Institute shall, when so requested by the Government, cooperate with the competent authorities of Guatemala so as to facilitate the proper administration of justice, ensure compliance with police, transit, health and other such ordinances and regulations, and avoid any abuse that may occur in connection with the privileges and immunities mentioned in this Basic Agreement.

Article 30

The Institute shall take whatever measures are necessary for the proper resolution of:

(a) Disputes arising over contracts or other private law matters to which the Institute is a party.

(b) Disputes involving any member of its staff in respect of which the staff member enjoys immunity, where the Director General has not waived such immunity.

CHAPTER VII. OFFICE OF THE INSTITUTE IN THE REPUBLIC OF GUATEMALA

Article 31

The Institute shall carry out its technical cooperation functions for Guatemala through its national office in Guatemala City. The Office shall be headed by a Director, who shall be the legal representative of the Office, having been delegated as such by the Director General.

Article 32

The Office shall carry out the specific functions defined in this Basic Agreement, and those assigned by the Director General of the Institute, in accordance with the provisions of the Convention and the regulations of the Institute.

Article 33

The principal duties of the Office shall be, *inter alia*, to:

(a) Represent the General Directorate in dealings with the Guatemalan authorities in matters related to technical cooperation activities and in any other matter for which it has been authorized by the General Directorate;

(b) Encourage, guide and coordinate the Institute's activities and operations in the Republic of Guatemala;

(c) Maintain institutional and technical cooperation relations with a view to coordinating efforts to achieve greater economic, social, educational, scientific and technological development for Guatemala;

(d) Provide technical cooperation for the preparation and development of projects and help seek sources of funding for them;

(e) Stimulate and develop cooperative and coordinating relations with other international organizations accredited to Guatemala and having concordant goals.

Article 34

The Government shall provide adequate physical facilities to the IICA office in the Republic of Guatemala.

Article 35

The Government extends to the IICA office in Guatemala and to its staff the privileges and immunities that have been granted to the Institute and its staff, respectively.

Article 36

The projects and activities of the Institute in the Republic of Guatemala shall be carried out in accordance with resolutions of the Inter-American Board of Agriculture and shall be funded from resources taken from the assessment of the member States as established by the Board or from other sources, in accordance with the relevant existing regulations of the Institute.

The Government may earmark financial resources from the budgets of its centralized or decentralized public bodies to be transferred to IICA for purposes of administration in the implementation of previously agreed projects and activities under specific agreements.

Article 37

On the basis of this Agreement the Government and IICA shall, in concert, select the areas of concentration of IICA activities in Guatemala; these areas of concentration shall reflect national priorities designated by the Government and shall be included in the IICA programmes approved by the Inter-American Board of Agriculture.

CHAPTER VIII. CENTRAL AREA OFFICE

Article 38

The Institute, in accordance with the Medium-Term Plan 1983-1987, chose Guatemala as the headquarters for the Central Area Office which covers the following countries: Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Nicaragua and Panama.

The Government grants the Area Office the same status, legal capacity, privileges and immunities as are granted to the Institute and its national office.

CHAPTER IX. FINAL PROVISIONS

Article 39

Any doubts or disputes regarding the interpretation or implementation of this Agreement that cannot be resolved by agreement between the Contracting Parties shall, at the request of either one, be submitted to arbitration, and the procedure shall be determined by agreement. Should the dispute persist, the matter shall be submitted to the International Court of Justice.

Article 40

The Contracting Parties may, by mutual consent, introduce amendments to this Basic Agreement or conclude protocols or agreements derived therefrom; these shall enter into force in accordance with the existing constitutional provisions of the Republic of Guatemala, the Convention on the Institute and the relevant resolutions of the Inter-American Board of Agriculture.

Article 41

In order to achieve the best possible communication for the implementation of projects, programmes and other joint endeavours, the Contracting Parties undertake to establish a liaison mechanism between the Government and the General Directorate of the Institute.

Article 42

This Agreement shall enter into force once it has been ratified in accordance with the constitutional provisions of the Republic of Guatemala. It shall supersede the Basic Agreement between the Government of the Republic of Guatemala and the OAS Inter-American Institute of Agricultural Sciences concerning the privileges and immunities of the latter.

Article 43

This Basic Agreement shall remain in force indefinitely, but may be denounced at any time by written notification thereof by either Contracting Party. Such denunciation shall take effect six months after the date of receipt of such notification by the other Party.

IN WITNESS WHEREOF, the aforementioned representatives, being duly authorized thereto, have signed this Basic Agreement in duplicate, both copies being equally authentic, in Guatemala City, Republic of Guatemala, on 29 August 1985.

For the Government
of the Republic of Guatemala:

[Signed]

FERNANDO ANDRADE DÍAZ-DURÁN
Minister
for Foreign Affairs

For the Inter-American Institute
for Cooperation
on Agriculture:

[Signed]

FRANCISCO MORILLO ANDRADE
Director General
