

No. 31542

**CANADA
and
CULTURAL AND TECHNICAL
COOPERATION AGENCY**

**Agreement regarding the headquarters of the Energy Institute of Countries Using French as a Common Language.
Signed at Paris on 17 November 1988**

Authentic texts: English and French.

Registered by Canada on 27 January 1995.

**CANADA
et
AGENCE DE COOPÉRATION
CULTURELLE ET TECHNIQUE**

**Accord relatif au siège de l'Institut de l'énergie des pays ayant
en commun l'usage du français. Signé à Paris le 17 novembre 1988**

Textes authentiques : anglais et français.

Enregistré par le Canada le 27 janvier 1995.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND
THE CULTURAL AND TECHNICAL COOPERATION AGENCY
REGARDING THE HEADQUARTERS OF THE ENERGY INSTI-
TUTE OF COUNTRIES USING FRENCH AS A COMMON LAN-
GUAGE

The Government of Canada and the Cultural and Technical Cooperation Agency, wishing to conclude an agreement respecting the establishment in Quebec City of the Energy Institute of Countries Using French as a Common Language, have agreed to the following:

ARTICLE I

Definitions

In this Agreement:

- (a) The term “Agency” means, the Cultural and Technical Cooperation Agency.
- (b) The term “Institute” means, the Energy Institute of Countries Using French as a Common Language, a subsidiary organ of the Agency.
- (c) The term “headquarters premises” means the premises occupied by or to be occupied by the Institute for purposes of carrying out its activities, but does not include the premises used to house its personnel.
- (d) The term “Agency Members” means the states that are members of the Agency, the associate states and the participating governments.
- (e) The term “Officials of the Agency or the Institute” means the Secretary-General of the Agency and the Executive Director of the Institute and all persons employed full time by the Agency or the Institute and subject to their staff regulations other than persons recruited locally and assigned to hourly rates of pay.

ARTICLE II

Status of the Agency and the Institute

1. The Agency and the Institute shall possess juridical personality. They shall have the capacity:

- (a) to contract;
- (b) to acquire and dispose of immovable and movable property;

¹ Came into force on 17 November 1988 by signature, in accordance with article IX.

(c) to institute legal proceedings.

2. The Agency and the Institute, their property and assets, wherever located and by whomever held, shall enjoy immunity from every form of legal process except insofar as in any particular case the Agency or the Institute has expressly waived its immunity.

3. (a) The premises of the Institute's headquarters shall be inviolable.

(b) The property and assets of the Institute, wherever located and by whomever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action, except with the consent of the Executive Director of the Institute.

(c) The local authorities may enter the premises of the Institute's headquarters in the event of a fire.

(d) The Institute shall not allow its headquarters to be used as a refuge for persons seeking to avoid arrest, or the service or execution of legal process.

4. The archives of the Institute, and in general all documents belonging to it or held by it, shall be inviolable wherever located.

5. Without being restricted by financial controls, regulations or moratoria of any kind, the Agency and the Institute may:

(a) hold funds or currency of any kind and operate accounts in any currency;

(b) transfer their funds or currency from one country to another or within Canada, and convert any currency held by them into any other currency.

In exercising their rights under this section, the Agency and the Institute shall pay due regard to any representations made by the Government of Canada, insofar as it is considered that effect can be given to such representations without detriment to their interests.

6. The Agency and the Institute, their assets, income and other property shall be:

(a) exempt from all direct taxes. However, the exemption shall not extend to taxes charged for public utility services;

(b) exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the Agency or the Institute for their official use. It is understood that articles imported under such exemption will not be sold in Canada except under conditions agreed with the Government of Canada;

(c) exempt from all import, export and sales prohibitions and restrictions, and from customs duties and excise, with respect to their publications, including their audio-visual material.

7. The Agency and the Institute shall enjoy in the territory of Canada, for their official communications, treatment not less favourable than that accorded to the diplomatic missions in Canada in matters of communications priorities.

ARTICLE III

Representatives of Members

1. When they are invited to a meeting convened by the Agency or the Institute, the representatives of Agency Members shall, while exercising their functions and during their journeys to and from the place of meeting, enjoy the following privileges and immunities in Canada:

- (a) immunity from personal arrest or detention and from seizure of their personal baggage, and, in respect of words spoken or written and all acts done by them in their capacity as representatives, immunity from legal process of every kind; immunity from legal process in respect of words spoken or written and all acts done by them on discharging their duties shall continue to be accorded notwithstanding that the persons concerned are no longer the representatives of Members;
- (b) inviolability for all papers and documents;
- (c) exemption from immigration restrictions;
- (d) the same facilities in respect of currency or exchange restrictions as are accorded to diplomatic envoys;
- (e) the same immunities and facilities in respect of their personal baggage as are accorded to diplomatic envoys.

2. The privileges and immunities are accorded to the representatives of Members not for the personal benefit of the individuals themselves, but in order to safeguard the independent exercise of their functions in connection with the Agency or the Institute. Consequently, a Member not only has the right but is under a duty to waive the immunity of its representative in any case where in the opinion of the Member, the immunity would impede the course of justice, and it can be waived without prejudice to the purpose for which the immunity is accorded.

ARTICLE IV

Officials of the Agency or the Institute

1. The officials of the Agency and of the Institute:

- (a) shall be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity;

- (b) shall be exempt from taxation on the salaries and emoluments paid to them by the Agency;
- (c) shall be immune from national service obligations;
- (d) shall be immune, together with their spouses and dependent children, from immigration restrictions and alien registration;
- (e) shall be accorded the same privileges in respect of exchange facilities as are accorded to the officials of comparable rank forming part of diplomatic missions to Canada;
- (f) shall be given, together with their spouses and dependent children, the same repatriation facilities in time of international crisis as diplomatic envoys;
- (g) shall have the right to import free of duty their furniture and effects (including automotive vehicles) at the time of first taking up their post in Canada.

2. In addition to the privileges and immunities specified in Section 1, the Secretary-General of the Agency and the Executive Director of the Institute, shall be accorded in respect of themselves, their spouses and minor children, the privileges and immunities, exemptions and facilities accorded to diplomatic envoys in Canada, subject to the corresponding conditions and obligations.

3. The immunity provided in Section 1 (a) does not apply in the event of a motor traffic offence committed by an official, or damages caused by an automotive vehicle belonging to or driven by him.

4. The provisions of Section 1, subparagraphs (b) and (e) shall not apply to any Canadian citizen residing in or ordinarily resident in Canada. The provisions of Section 2 shall not apply to any Canadian citizen or to any permanent resident of Canada. Moreover, an official of the Agency or Institute who is or who becomes a resident of Canada upon retirement will not enjoy exemption from taxation on the pension which may be paid to him by the Agency or Institute.

5. The spouses of the officials of the Institute may be authorized to hold employment in Canada, subject to the conditions established by the Government of Canada.

6. Privileges and immunities are granted to officials in the interests of the Agency or the Institute, and not for the personal benefit of the individuals themselves. The Secretary-General of the Agency and the Executive Director of the Institute shall have the right and the duty to waive the immunity of any official in any case where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the Agency or the Institute.

7. The Executive Director of the Institute shall submit the names and titles of the officials of the Institute to the Secretary of State for External Affairs for his agreement.

ARTICLE V

Experts on Missions for the Agency or the Institute

1. Experts (other than officials coming within the scope of Article IV), performing missions for the Agency or for the Institute, shall be accorded such privileges and immunities as are necessary for the independent exercise of their functions during the period of their missions. In particular they shall be accorded the following privileges and immunities:

- (a) immunity from personal arrest or detention and from seizure of their personal baggage;
- (b) immunity from legal process in respect of words spoken or written and acts done by them in the course of the performance of their mission;
- (c) inviolability for all papers and documents;
- (d) the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;
- (e) the same immunities and facilities in respect of their personal baggage as are accorded to diplomatic envoys.

2. Privileges and immunities are granted to experts in the interests of the Agency or the Institute and not for the personal benefit of the individuals themselves. The Secretary-General of the Agency or the Executive Director of the Institute shall have the right and the duty to waive the immunity of any expert in any case where, in his opinion, the immunity would impede the course of justice and it can be waived without prejudice to the interests of the Agency or the Institute.

ARTICLE VI

Abuse of Privileges

1. If the Government of Canada considers that an abuse of a privilege or immunity conferred by this Agreement has occurred, consultation shall take place between the Government and the Agency in order to determine whether such an abuse has occurred, and, if so, to endeavour to prevent its repetition.

2. The Government of Canada may not require representatives of the Members, or officials and experts, to leave Canada on account of an activity carried out by them in their official capacity. However, in the case of the abuse of privileges of residence by these persons resulting from activities outside their official functions, the Government of Canada may require any such person to leave provided that:

- (a) the representatives of Members and the officials designated in Article IV, Section 2 shall be required to leave Canada in accordance with the diplomatic procedure applicable to diplomatic envoys accredited to Canada;

- (b) the other officials shall be required to leave Canada after the Agency has been informed by the Secretary of State for External Affairs.

ARTICLE VII

Settlement of Disputes

1. The Agency and the Institute shall make provision for an appropriate mode of settlement of:

- (a) disputes arising out of contracts or other disputes of a private character to which the Agency or the Institute is a party;
- (b) disputes involving any official of the Agency or the Institute if his immunity has not been waived in accordance with the provisions of Article IV, Section 7.

2. Any dispute between the Agency and the Government of Canada concerning the interpretation or application of this Agreement or any supplementary agreement which is not settled by negotiation or other agreed mode of settlement, shall be referred to a tribunal of three arbitrators for final decision. One arbitrator shall be designated by the Secretary-General of the Agency, and another by the Secretary of State for External Affairs of Canada. The two arbitrators shall appoint a third arbitrator.

ARTICLE VIII

Miscellaneous Provisions

1. Nothing in this Agreement shall be construed as in any way diminishing, abridging or weakening the right of the Canadian authorities to safeguard the security of Canada, provided that the Agency or the Institute shall be immediately informed in the event that the Government of Canada shall find it necessary to take any action against any person enumerated in this Agreement.

2. The agency and a province of Canada may conclude an understanding on the activities of the Institute or on privileges in respect of matters coming under provincial law insofar as that understanding is not inconsistent with the provisions of this Agreement.

ARTICLE IX

Final Provisions

This Agreement will enter into force on the date of its signature.

This Agreement may be revised at the request of either Party. To do so, the two Parties shall consult on the modifications in question. In the event that their negotiations should fail to produce an agreement within the time period of one year, this Agreement may be renounced by either Party, upon giving notice of two years.

[*For the testimonium and signatures, see p. 309 of this volume.*]

IN WITNESS WHEREOF, the undersigned duly authorized by the Government of Canada and the Cultural and Technical Cooperation Agency have signed this Agreement.

DONE in duplicate at Paris, this 17th day of November, 1988, in the English and French languages, each version being equally authentic.

EN FOI DE QUOI, les soussignés, dûment autorisés par le Gouvernement du Canada et l'Agence de coopération culturelle et technique, ont signé le présent Accord.

FAIT en double exemplaire à Paris, ce 17ième jour de novembre 1988 en langues française et anglaise, les deux textes faisant également foi.

C. T. CHARLAND

Pour le Gouvernement du Canada
For the Government of Canada

PAUL OKUMBA D'OKWAT

Pour l'Agence de coopération culturelle et technique
For the Cultural and Technical Cooperation Agency
