

No. 32589

**UNITED NATIONS
(UNITED NATIONS HIGH
COMMISSIONER FOR REFUGEES)
and
BURKINA FASO**

Headquarters Agreement of the Office of the High Commissioner for Refugees in Ouagadougou. Signed at Geneva on 19 February 1996

Authentic text: French.

Registered ex officio on 19 February 1996.

**ORGANISATION DES NATIONS UNIES
(HAUT COMMISSARIAT
DES NATIONS UNIES POUR LES RÉFUGIÉS)
et
BURKINA FASO**

Accord de siège relatif au Bureau du Haut Commissaire pour les réfugiés à Ouagadougou. Signé à Genève le 19 février 1996

Texte authentique : français.

Enregistré d'office le 19 février 1996.

[TRANSLATION — TRADUCTION]

HEADQUARTERS AGREEMENT¹ BETWEEN THE GOVERNMENT OF BURKINA FASO AND THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES CONCERNING THE UNHCR OFFICE IN OUAGADOUGOU

Whereas the Office of the United Nations High Commissioner for Refugees was established by United Nations General Assembly resolution 319 (IV) of 3 December 1949,²

Whereas the Statute of the Office of the United Nations High Commissioner for Refugees, adopted by the United Nations General Assembly in its resolution 428 (V) of 14 December 1950,³ provides, *inter alia*, that the High Commissioner, acting on the authority of the General Assembly, shall assume the function of providing international protection, under the auspices of the United Nations, to refugees who fall within the scope of the Statute and of seeking permanent solutions to the refugee problem by helping Governments and, subject to the approval of the Governments concerned, private organizations, to facilitate the voluntary repatriation of such refugees or their assimilation within new national communities,

Whereas the Office of the United Nations High Commissioner for Refugees, a subsidiary organ established by the General Assembly pursuant to Article 22 of the Charter of the United Nations, is an integral part of the United Nations whose status, privileges and immunities are governed by the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946,⁴

Whereas the Office of the United Nations High Commissioner for Refugees and the Government of Burkina Faso wish to establish the terms and conditions under which the Office shall, within its mandate, be represented in the country,

Now, therefore, the Office of the United Nations High Commissioner for Refugees and the Government of Burkina Faso, in a spirit of cooperation, have entered into the following Agreement.

Article I

DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

(a) “UNHCR” means the Office of the United Nations High Commissioner for Refugees;

(b) “High Commissioner” means the United Nations High Commissioner for Refugees or the officials to whom the High Commissioner has delegated authority to act in her name and on her behalf;

¹ Came into force on 19 February 1996 by signature, in accordance with article XVII (1).

² United Nations, *Official Records of the General Assembly, Fourth Session (A/1251)*, p. 36.

³ *Ibid.*, *Fifth Session, Supplement No. 20 (A/1775)*, p. 46.

⁴ United Nations, *Treaty Series*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).

- (c) “Government” means the Government of Burkina Faso;
- (d) “Host country” or “country” means Burkina Faso;
- (e) “Parties” means UNHCR and the Government;
- (f) “Convention” means the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946;
- (g) “UNHCR office” means all the offices and premises, installations and facilities occupied or maintained by UNHCR in the country;
- (h) “UNHCR Representative” means the UNHCR official in charge of the UNHCR office in the country;
- (i) “UNHCR officials” means all members of the staff of UNHCR employed under the Staff Regulations and Rules of the United Nations, with the exception of persons who are recruited locally and paid as provided in General Assembly resolution 76 (I);¹
- (j) “Experts on mission” means individuals, other than UNHCR officials, who perform services or carry out missions on behalf of UNHCR;
- (k) “Persons performing services on behalf of UNHCR” means natural and juridical persons and their employees, other than nationals of the host country, who are retained by UNHCR to implement or assist in the implementation of its programmes;
- (l) “UNHCR staff” means UNHCR officials, experts on mission or persons performing services on behalf of UNHCR.

Article II

SCOPE OF THE AGREEMENT

This Agreement embodies the general terms and conditions under which UNHCR shall, within the limits of its mandate, cooperate with the Government, open an office in the country and carry out its functions of providing international protection and humanitarian assistance to refugees and other persons in the host country who fall within its competence.

Article III

COOPERATION BETWEEN THE GOVERNMENT AND UNHCR

1. Cooperation between the Government and UNHCR with respect to the provision of international protection and humanitarian assistance to refugees and other persons who fall within its competence shall be based on the Statute of UNHCR, other relevant resolutions and decisions relating to UNHCR adopted by United Nations bodies, article 35 of the Convention relating to the Status of Refugees of 1951 and article 2 of the Protocol relating to the Status of Refugees of 1967.

2. The UNHCR office shall cooperate with the Government in the development and consideration of projects involving refugees.

¹ United Nations, *Official Records of the General Assembly, First Session, Second Part (A/64/Add.1)*, p. 139.

3. The terms and conditions of any UNHCR-funded project to be implemented by the Government, including the obligations of the Government and the High Commissioner with respect to the provision of funds, supplies, equipment and services or any other form of assistance to refugees, shall be set forth in project agreements, which shall be signed by the Government and UNHCR.

4. The Government shall at all times grant UNHCR staff unimpeded access to refugees and other persons who fall within its competence and to the sites of UNHCR projects in order to monitor all phases of project implementation.

Article IV

UNHCR OFFICE

1. With the consent of the Government, UNHCR may establish and maintain an office or offices in Burkina Faso in order to provide international protection and humanitarian assistance to refugees and other persons who fall within the competence of UNHCR.

2. With the consent of the Government, UNHCR may designate the UNHCR office in the country to serve as a regional/area office and shall notify the Government of the number and level of the officials assigned to it.

3. The UNHCR office shall exercise the functions assigned to it by the High Commissioner within the framework of her mandate for refugees and other persons who fall within her competence, by, *inter alia*, establishing and maintaining relations between UNHCR and other governmental and non-governmental organizations functioning in the country.

Article V

UNHCR STAFF

1. UNHCR may assign to its office in the country such officials or other individuals as it deems necessary to the performance of its functions of providing international protection and humanitarian assistance.

2. UNHCR shall periodically notify the Government of the names of UNHCR officials, experts on missions and other persons performing services on its behalf and of any changes in their status.

3. UNHCR may designate officials to visit the country for purposes of consultation and cooperation with their government counterparts, or with other parties involved in refugee work, in connection with:

(a) The review, preparation, monitoring and evaluation of international protection and humanitarian assistance programmes;

(b) The shipment, receipt, distribution or use of the supplies, equipment or other materials provided by UNHCR;

(c) The search for lasting solutions to the refugee problem;

(d) Any other matters relating to the application of this Agreement.

*Article VI*GOVERNMENT CONTRIBUTION TO THE IMPLEMENTATION OF UNHCR
HUMANITARIAN PROGRAMMES

1. The Government shall, as agreed upon with UNHCR and to the extent possible:

(a) Provide appropriate premises for the UNHCR office, which shall occupy them alone or in conjunction with other organizations of the United Nations system;

(b) Cover the costs of postage and telecommunications for official purposes;

(c) Cover the costs of local services such as equipment, fixtures and the maintenance of office premises;

(d) Provide transportation for UNHCR officials, experts on mission and persons performing services on behalf of UNHCR in the performance of their official functions in the country.

2. The Government shall assist UNHCR:

(a) In the location or provision of suitable housing for internationally recruited UNHCR officials, experts on mission and persons performing services on behalf of UNHCR;

(b) In the installation and supply of the necessary utilities such as water, electricity, sewerage, fire protection and other services.

3. In the event that UNHCR has no office in the country, the Government undertakes to contribute towards the expenses incurred in the maintenance of a UNHCR regional/area office elsewhere, from which support is provided to programmes of cooperation in the country, up to a mutually agreed amount, taking into account any contributions in kind.

Article VII

PRIVILEGES AND IMMUNITIES

1. The Government shall apply to UNHCR, its property, funds and assets, and to its officials and experts on mission the relevant provisions of the Convention on the Privileges and Immunities of the United Nations, to which the Government became a party on 27 April 1962. The Government also agrees to grant to UNHCR and its staff such additional privileges and immunities as may be necessary for the effective exercise of the international protection and humanitarian assistance functions of UNHCR.

2. Without prejudice to paragraph 1 of this article, the Government shall, in particular, extend to UNHCR the privileges, immunities, rights and facilities stipulated in articles VIII to XV of this Agreement.

Article VIII

UNHCR OFFICE, PROPERTY, FUNDS AND ASSETS

1. UNHCR, its property, funds and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except insofar as

in any particular case it has expressly waived its immunity. It is understood, however, that no waiver of immunity shall extend to any measure of execution.

2. The premises of the UNHCR office shall be inviolable. The property, funds and assets of UNHCR, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

3. The archives of UNHCR, and in general all documents belonging to it or held by it, shall be inviolable.

4. Representatives or officials of Burkina Faso, whether members of the administration, the judiciary, the military or the police, shall not enter the UNHCR office to perform any official functions except with the consent of the UNHCR Representative or his representative, and under conditions agreed to by him or her.

5. Without prejudice to the provisions of this Agreement, UNHCR shall not allow the office to serve as a refuge for persons who are trying to evade arrest under the legal provisions of Burkina Faso, or who are sought by the Government with a view to extradition to another State, or who are attempting to avoid the execution of a judicial decision.

6. The funds, assets, income and other property of UNHCR shall:

(a) Be exempt from all direct taxes, with the exception of indirect taxes and payment for services rendered; it is understood, however, that UNHCR will not claim exemption from taxes which are, in fact, no more than charges for public utility services;

(b) Be exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by UNHCR for its official use; it is understood, however, that articles imported under such exemptions will not be sold in the country except under conditions agreed with the Government;

(c) Be exempt from customs duties and prohibitions and restrictions on imports and exports in respect of its publications.

7. Any materials imported or exported by UNHCR or by national or international bodies duly accredited by UNHCR to act on its behalf in connection with humanitarian assistance for refugees shall be exempt from all customs duties and prohibitions and restrictions.

8. UNHCR shall not be subject to any financial controls, regulations or moratoria and may freely:

(a) Acquire from authorized commercial agencies, hold and use negotiable currencies, maintain foreign currency accounts and acquire through authorized institutions, hold and use funds, securities and gold;

(b) Bring funds, securities, foreign currencies and gold into the host country from any other country, use them within the host country or transfer them to other countries.

9. UNHCR shall enjoy the most favourable legal rate of exchange.

Article IX

COMMUNICATION FACILITIES

1. UNHCR shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any other Government, including its diplomatic missions, or to other intergovernmental or international organizations in the matter of priorities, tariffs and charges on mail, cablegrams, telephotos and telephone, telegraph, telex and other communications, and press rates for information to the press and radio.

2. The Government shall guarantee the inviolability of the official communications and correspondence of UNHCR, which cannot be censored. Such inviolability, without limitation by reason of this enumeration, shall extend to publications, photographs, slides, films and sound recordings.

3. UNHCR shall have the right to use codes and to dispatch and receive correspondence and other materials by courier or in sealed bags, which shall have the same privileges and immunities as diplomatic couriers and bags.

4. UNHCR shall have the right to operate radio and other telecommunications equipment on United Nations registered frequencies and on frequencies allocated by the Government between its offices, within and outside the country and, in particular, with UNHCR headquarters in Geneva.

Article X

UNHCR OFFICIALS

1. While in the country, the UNHCR Representative, Deputy Representative and other senior officials, as may be agreed between UNHCR and the Government, shall enjoy, in respect of themselves, their spouses and all dependent relatives, the privileges and immunities, exemptions and facilities normally accorded to diplomatic agents. For this purpose, the name of the UNHCR Representative shall be incorporated in the diplomatic list.

2. While in the country, UNHCR officials shall enjoy the following facilities, privileges and immunities:

(a) Immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity, such immunity to continue even after termination of employment with UNHCR;

(b) Exemption from taxation in respect of the salaries and all other emoluments paid to them by UNHCR;

(c) Immunity from any military service obligations or any other compulsory service;

(d) Exemption, with respect to themselves, their spouses, their relatives dependent on them and other members of their households, from immigration restrictions and alien registration;

(e) Exemption from any form of taxation on income derived by them from sources outside the country;

(f) Prompt clearance and issuance, free of charge, of visas, licences or permits, where required, and free movement within, to or from the country to the extent necessary for the carrying out of UNHCR international protection and humanitarian assistance programmes;

(g) Freedom to hold or maintain within the country foreign exchange, foreign currency accounts and movable property and, upon termination of employment with UNHCR, the right to take out of the host country funds for the lawful possession of which they can show good cause;

(h) The same protection and repatriation facilities with respect to themselves, their spouses and relatives dependent on them and other members of their households as are accorded to diplomatic envoys in time of international crisis;

(i) The right to import limited quantities of the following items for personal use, free of duty and other levies, prohibitions and restrictions on imports and subject to the applicable government regulations:

- (i) Their furniture and personal effects in one or more separate shipments and thereafter to import any necessary additions to the same, including motor vehicles, according to the regulations applicable in the country to diplomatic representatives accredited in the country and/or to resident members of international organizations;
- (ii) Reasonable quantities of certain articles for personal use or consumption and not under any circumstances for gift or sale.

3. UNHCR officials who are nationals of or permanent residents in the host country shall enjoy only those privileges and immunities provided for in the Convention.

Article XI

LOCALLY RECRUITED PERSONNEL

1. Persons recruited locally and assigned to hourly rates to perform services for UNHCR shall be immune from legal process in respect of words spoken or written and any acts performed by them in their official capacity.

2. The terms and conditions of employment for locally recruited personnel shall be in accordance with the relevant United Nations resolutions, regulations and rules.

Article XII

EXPERTS ON MISSION

1. Experts shall be granted the privileges and immunities specified in article VI (sections 22 and 23) of the Convention on the Privileges and Immunities of the United Nations.

2. In addition to such other privileges, immunities and facilities as may be agreed to by the Parties, they shall enjoy:

(a) Immunity from legal process of every kind in respect of words spoken or written and acts performed by them in the course of carrying out their mission. This

immunity from legal process shall continue to be accorded notwithstanding that they are no longer employed on missions for UNHCR;

(b) Inviolability for all papers and documents;

(c) The same immunities and facilities, including immunity in respect of inspection and seizure of their personal baggage, as are accorded to diplomatic envoys.

Article XIII

PERSONS PERFORMING SERVICES ON BEHALF OF UNHCR

1. Persons performing services on behalf of UNHCR, other than nationals of the host country employed locally, shall enjoy immunity from legal process in respect of words spoken or written and acts performed by them in the course of carrying out their mission. This immunity shall continue to be accorded notwithstanding that they are no longer employed by UNHCR. In addition, they shall be granted:

(a) Prompt clearance and issuance, free of charge, of visas, licences or permits necessary for the effective exercise of their functions;

(b) Free movement within, to or from the country, to the extent necessary for the implementation of UNHCR humanitarian programmes.

Article XIV

NOTIFICATION

1. UNHCR shall notify the Government of the names of UNHCR officials, experts on mission and other persons performing services on behalf of UNHCR, and of changes in the status of such individuals.

2. UNHCR officials, experts on mission and other persons performing services on behalf of UNHCR shall be provided with a special identity card certifying their status under this Agreement.

Article XV

WAIVER OF IMMUNITY

Privileges and immunities are granted to UNHCR staff in the interests of the United Nations and UNHCR and not for the personal benefit of the persons concerned. The Secretary-General of the United Nations has the right and the duty to waive the immunity of any UNHCR staff member in any case where, in his opinion, such immunity would impede the course of justice and can be waived without prejudice to the interests of the United Nations and UNHCR.

Article XVI

SETTLEMENT OF DISPUTES

Any dispute between UNHCR and the Government relating to the interpretation and application of this Agreement which cannot be settled amicably by negotiation or other agreed mode of settlement shall be submitted to arbitration at the

request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty days of the request for arbitration, the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. All decisions of the arbitrators shall be taken by majority vote. The procedure for the arbitration shall be determined by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

Article XVII

GENERAL PROVISIONS

1. This Agreement shall enter into force on the date of its signature by both Parties and shall continue in force until terminated under paragraph 5 of this article.

2. This Agreement shall be interpreted in the light of its primary purpose, which is to enable UNHCR to carry out its international mandate for refugees fully and efficiently and to pursue its humanitarian objectives in the country.

3. Any question for which no provision is made in this Agreement shall be settled by the Parties in accordance with the relevant resolutions and decisions of the appropriate organs of the United Nations. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph.

4. Consultations with a view to amending this Agreement may be held at the request of the Government or of UNHCR. Amendments shall be made by joint written agreement.

5. This Agreement shall cease to be in force six months after either of the Contracting Parties gives notice in writing to the other of its decision to terminate the Agreement, except as regards the normal cessation of the activities of UNHCR in the country and the disposal of its property in the country.

IN WITNESS WHEREOF the undersigned, being duly appointed representatives of the United Nations High Commissioner for Refugees and the Government, respectively, have, on behalf of the Parties, signed this Agreement in the French language.

DONE at Geneva on 19 February 1996, in four originals in the French language, the four texts being equally authentic.

For the United Nations
High Commissioner for Refugees:

SADAKO OGATA
United Nations High Commissioner
for Refugees

For the Government
of Burkina Faso:

ABLASSÉ OUEDRAOGO
Minister for Foreign Affairs
Burkina Faso