

No. 32554

**UNITED NATIONS
and
GERMANY**

Agreement concerning the Occupancy and Use of the United Nations Premises in Bonn (with annexes). Signed at New York on 13 February 1996

Authentic texts: English and German.

Registered ex officio on 13 February 1996.

**ORGANISATION DES NATIONS UNIES
et
ALLEMAGNE**

Accord relatif à l'occupation et à l'emploi des locaux de l'Organisation des Nations Unies à Bonn (avec annexes). Signé à New York le 13 février 1996

Textes authentiques : anglais et allemand.

Enregistré d'office le 13 février 1996.

AGREEMENT¹ BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY CONCERNING THE OCCUPANCY AND USE OF THE UNITED NATIONS PREMISES IN BONN

The United Nations and the Government of the Federal Republic of Germany,

Whereas on 10 November 1995 the United Nations and the Federal Republic of Germany concluded an Agreement concerning the Headquarters of the United Nations Volunteers Programme² (hereinafter referred to as "the Headquarters Agreement");

Whereas the Government of the Federal Republic of Germany (hereinafter referred to as "the Government") has offered to provide to the United Nations the Premises in Bonn owned by the Federal Republic of Germany, free of rent and on a permanent basis, as specified under this Agreement;

Whereas the United Nations has accepted the offer of the Government and has agreed to occupy and use the Premises;

Whereas the United Nations acknowledges that the offer of the Government to provide premises in Bonn to the Secretariat of the United Nations Framework Convention on Climate Change,³ free of rent and on a permanent basis, has been accepted by the Conference of the Parties to that Convention; and

Whereas the United Nations and the Government (hereinafter referred to as "the Parties") wish to conclude a Supplementary Agreement setting out the terms and conditions for the occupancy and use of the Premises in Bonn.

¹ Came into force provisionally on 13 February 1996 by signature, in accordance with article 11 (3).

² United Nations, *Treaty Series*, vol. 1895, No. I-32310.

³ *Ibid.*, vol. 1771, No. I-30822.

Have agreed as follows:

ARTICLE 1
DEFINITIONS

For the purpose of the present Agreement, the definitions in the Headquarters Agreement shall apply. In addition, the following definitions shall apply:

(a) "the Premises" means the property of the Federal Republic of Germany, being the buildings and structures, equipment and other installations and facilities, as well as the surrounding grounds, located on Martin-Luther-King-Strasse 8, in Bonn, Federal Republic of Germany, as described in Annex 1;

(b) "the representative of the United Nations" means the person designated to represent the United Nations for the purposes of this Agreement;

(c) the "intergovernmental entities institutionally linked to the United Nations" means the Secretariat of the United Nations Framework Convention on Climate Change and such other intergovernmental entities to be located on the Premises as may be agreed upon by the Parties.

ARTICLE 2
PURPOSES AND SCOPE OF THE AGREEMENT

The present Agreement serves to establish the terms and conditions under which the Premises transferred by the Government to the United Nations shall be occupied and used by the United Nations as the Headquarters of the United Nations Volunteers Programme, and by other Offices of the United Nations, as well as by other intergovernmental entities institutionally linked to the United Nations.

ARTICLE 3
PREMISES

1. The Government hereby agrees to transfer the Premises permanently to the United Nations with the right to occupy and use the Premises, free of rent, for the purposes of and in accordance with the Headquarters Agreement and the present Agreement. Without prejudice to the foregoing, the Premises shall remain the property of the Federal Republic of Germany.

2. The Premises shall form part of the Headquarters district as defined in the Headquarters Agreement.

3. The United Nations shall have the right to quiet and peaceful occupancy and use of the Premises as provided under this Agreement, without undue interruptions and disturbances, for the conduct of its activities.

4. The Government shall make every effort to ensure that the use of the vicinity of the Premises shall not adversely affect the usefulness of the Premises to the United Nations.

5. The Government shall make the Premises available to the United Nations, as of 1 July 1996, together with an inventory list of the equipment provided by the Government to be agreed upon by the Parties.

6. The Government undertakes to ensure that prior to the move into the Premises, the buildings are properly prepared for occupancy and use by the UNV and, as appropriate, by the respective Offices of the United Nations and by intergovernmental entities institutionally linked to the United Nations.

ARTICLE 4
OCCUPANCY AND USE OF THE PREMISES

1. The Premises shall be occupied and used by the United Nations as the Headquarters of the UNV, by other Offices of the United

Nations, as well as by intergovernmental entities institutionally linked to the United Nations.

2. The United Nations shall make available appropriate space in the Premises to the Secretariat of the United Nations Framework Convention on Climate Change taking into account of the offer of the Government to establish the headquarters of the Secretariat in Germany, as well as, subject to availability of space, to other intergovernmental entities institutionally linked to the United Nations.

3. The allocation of space in, the responsibilities for, and the administration of the Premises shall be determined by the United Nations in accordance with its policies and decisions; however, as far as the intergovernmental entities institutionally linked to the United Nations are concerned, this shall be in accordance with paragraph 4 below.

4. The terms and conditions under which the Premises shall be occupied and used by the intergovernmental entities institutionally linked to the United Nations shall be determined in separate arrangements between the United Nations and such entities. Such arrangements shall make provisions *inter alia* for adequate occupancy and use of the Premises and for proportionate sharing of the costs associated with all the relevant aspects of the occupancy, use and maintenance of the Premises, including insurance, repairs, security and other expenses, as provided under this Agreement.

ARTICLE 5

MAINTENANCE, RESTORATION AND ALTERATIONS

1. The Government shall be responsible, at its own expense, for the restoration, renovation and major repairs to the Premises including structural repairs and replacements to the buildings, installations, fixtures and equipment, such as building control equipment, air conditioning and heating equipment, pipes, plumbing and electrical wiring.

2. The United Nations shall maintain the Premises in good repair and tenantable condition. For this purpose, the United Nations shall arrange for required inspections and report to the Government any necessary repairs which are the responsibility of the Government. Without derogation from the obligations of the Government as to major repairs, the United Nations shall be responsible, at its own expense, for the orderly operation and adequate maintenance of the Premises, including minor repairs in the interior of the buildings.

3. The United Nations may, with the consent of the Government, at its own expense, make alterations, attach fixtures and erect additions on the Premises.

4. A detailed distribution of the respective responsibilities of the Parties under this Article is set out in Annex 2.

ARTICLE 6

PUBLIC AND OTHER SERVICES FOR THE PREMISES

1. In accordance with Article 11 of the Headquarters Agreement, the Government shall assist the United Nations and, at the request of the United Nations, shall use its good offices to cause the providers of services to:

(a) install and maintain, on fair conditions and upon request of the representative of the United Nations, the public services needed by the United Nations, such as, but not limited to, postal, telephone and telegraphic services, electricity, water, gas, sewerage, collection of waste, fire protection, local transportation;

(b) extend to the United Nations, in respect of utilities and services referred to in sub-paragraph (a) above, rates not less favourable than the rates accorded to essential agencies and organs of the Government;

(c) consider the needs of the United Nations as being of equal importance with the similar needs of essential agencies

and organs of the Government, in case of any interruption or threatened interruption of utilities and services referred to above.

2. Without prejudice to Article 5 of the Headquarters Agreement, the United Nations shall, upon request, take the necessary measures to enable duly authorized representatives of the appropriate public and other services to inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers within the Premises and to enter the Premises in order to inspect, under conditions which shall not unreasonably disturb the carrying out of the functions of the United Nations. Underground constructions and obligatory services may be undertaken by the competent authorities within the Premises after consultation with and with the consent of the representative of the United Nations, and under conditions which shall not disturb the carrying out of the functions of the United Nations.

ARTICLE 7

DAMAGE TO OR DESTRUCTION OF THE PREMISES

1. The United Nations shall not be responsible for restoration or reconstruction of the Premises in case of damage or destruction by fire or other causes.

2. Should the Premises or any part thereof be damaged by fire or any other cause, the Government shall, in case of partial damage of the Premises, restore the damaged Premises. In the event that the Premises are totally destroyed or otherwise rendered unfit, as shall be agreed upon by the Parties, for further occupancy or use by the UNV or by other Offices of the United Nations, or by the intergovernmental entities institutionally linked to the United Nations that are accommodated on the Premises, the Government shall provide them with other suitable premises.

ARTICLE 8
THIRD-PARTY LIABILITY CLAIMS

The United Nations may insure or self-insure to cover third-party liability claims arising from its occupancy and use of the Premises, attributable to the negligence or wilful misconduct on the part of its own officials, employees, contractors and agents.

ARTICLE 9
VACATION OF THE PREMISES

In the event that the United Nations vacates the Premises, it shall surrender to the Government the Premises in as good a condition as when taken, reasonable wear and tear and damage by the elements, fire or any other cause excepted, it being understood that the United Nations shall not be required to restore the Premises to the shape and state existent prior to any alterations or changes that may have been executed by the United Nations or the Government in accordance with this Agreement.

ARTICLE 10
SETTLEMENT OF DISPUTES

Any dispute between the United Nations and the Government concerning the interpretation or application of this Agreement shall be settled in accordance with Article 26 of the Headquarters Agreement.

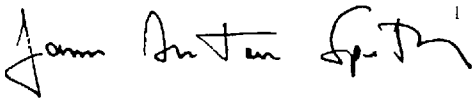
ARTICLE 11
GENERAL PROVISIONS

1. This Agreement may be amended by mutual consent at any time at the request of either Party.
2. This Agreement shall cease to be in force in accordance with the procedure of paragraph 2 of Article 27 of the Headquarters Agreement.

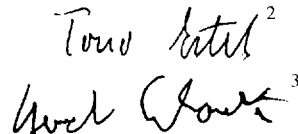
3. After being signed by the Parties, this Agreement shall enter into force on the same day as the Headquarters Agreement. It shall be applied provisionally as from the day of signature, as appropriate.

DONE at New York City, on 13 February 1996, in duplicate in the English and the German languages, both texts being equally authentic.

For the United Nations:

Handwritten signature of James Gustave Speth, with a superscripted '1' to the right.

For the Government
of the Federal Republic of Germany:

Two handwritten signatures for the German government: Tono Eitel (superscripted '2') and Bernd Blank (superscripted '3').

¹ James Gustave Speth.

² Tono Eitel.

³ Bernd Blank.

ANNEX 1 TO THE AGREEMENT BETWEEN THE UNITED NATIONS AND THE
GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY CONCERNING
THE OCCUPANCY AND USE OF THE UNITED NATIONS PREMISES IN BONN

*Description of the Premises in accordance
with sub-paragraph (a) of Article 1*

The Premises made available to the United Nations for occupancy and use through the Headquarters Agreement and the Supplementary Agreement to the Headquarters Agreement, shall be described, as provided in sub-paragraph (a) of Article 1 of the Supplementary Agreement to the Headquarters Agreement, as follows:

1. Owner

The owner of the Premises is the Federal Republic of Germany, as laid down in the land register.

2. Precise geographical location

The Premises are located on Martin-Luther-King-Strasse 8 in the Local Government District of Bonn-Bad Godesberg, in the Cadastral District of Plittersdorf, in the Administrative/Urban District of Bonn, in the Federal State of North-Rhine/Westphalia.

The Premises comprise the following plots, as recorded in the Plittersdorf land register, volume 41, sheet 1490:

- Cadastral Unit 4 Plot no. 82/54, total area 247 sq. meters;
- Cadastral Unit 4 Plot no. 54/2, total area 4,762 sq. meters;
- Cadastral Unit 4 Plot no. 81/55, total area 5,411 sq. meters.

The Premises are situated within the zoning ordinance no. 8199 01 (II) of the city of Bonn in the version of March 17, 1972.

3. Buildings

All buildings situated on the plots listed under 2 above are part of the Premises. The buildings form an office complex that consists of four independent, interconnected office buildings (three new office buildings built in 1968; one old manor house

converted for office use, built in the late 19th century) and one canteen building (built in 1968).

4. Structures, equipment, other installations and facilities

- parking lots for motor vehicles in the entrance area,
- a covered bicycle stand in the parking lot,
- the outer wall including the gateway marking the outer boundary of the Premises to Martin-Luther-King-Strasse,
- roads and footpaths,
- covered connecting passageways between the canteen and two of the buildings.

5. Further parking lots, park area

Plots 119 and 120 of Cadastral Unit 4 of the Plittersdorf land register, sheet 0153, owned by the Federal Republic of Germany, are not part of the Premises. The parking lots located thereon will be made available free of charge to staff and visitors.

Plots 52/4 and 94/63 of Cadastral Unit 4 of the Plittersdorf land register, volume 41, sheet 1490, owned by the Federal Republic of Germany, are not part of the Premises. The park area located thereon is open to the public.

ANNEX 2 TO THE AGREEMENT BETWEEN THE UNITED NATIONS AND THE
GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY CONCERNING
THE OCCUPANCY AND USE OF THE UNITED NATIONS PREMISES IN BONN

*Distribution of responsibilities in accordance
with sub-paragraph 4 of Article 5*

The purpose of this Annex is, as provided in paragraph 4 of Article 5 of the Supplementary Agreement to the Headquarters Agreement, to lay down in detail the distribution of the respective responsibilities of the Parties arising from paragraphs 1 to 3 of Article 5 of the Supplementary Agreement including, with reference to paragraph 2 of Article 5 of the Supplementary Agreement to the Headquarters Agreement, to establish a ceiling of costs of minor repairs to be borne by the United Nations. This Annex is not exhaustive; insofar as responsibilities are not expressly named in this Annex, paragraphs 1 to 3 of Article 5 shall apply. Two years after the entering into force of the Supplementary Agreement to the Headquarters Agreement the representative of the United Nations and representatives of the Government of the Federal Republic of Germany will meet, if necessary, at the request of either party to review the application of the Agreement, in particular the application of Article 5 and Annex 2, with a view to resolving by mutual agreement any problems that have been found to exist.

In the case of any work on the old manor house (date of construction: late 19th century), which is part of the office complex and has been converted for use as such, the requirements of the protection afforded by its listed building status are to be taken into account.

For the purposes of Article 5 of the Supplementary Agreement, the representative of the United Nations shall be the responsible counterpart vis-à-vis the Government. In this capacity the representative shall also take care of the payment of costs which according to this provision are to be borne by the United Nations, but are initially billed to the Government by the creditor of the costs incurred.

1. Repairs

With regard to the determining of the dividing line between major repairs whose costs are, in accordance with paragraph 1 of Article 5 of the Supplementary Agreement, to be borne by the Government, and minor repairs whose costs are, in accordance with paragraph 2 of Article 5 of the Supplementary Agreement, to be borne by the United Nations, a ceiling of 1,000 (in words: one thousand) Deutsche Mark per single measure, and a ceiling of 100,000 (in words: one hundred thousand) Deutsche Mark for all minor repairs per calendar year shall apply. Both ceilings shall be set at intervals of five years, in mutual agreement between the Parties, on the basis of price developments in the construction industry, which shall be indexed by an official authority of the Federal Republic of Germany.

2. Costs for orderly operation and adequate maintenance of the Premises

The costs for the orderly operation and adequate maintenance of the Premises, to be borne by the United Nations in accordance with paragraph 2 of Article 5 of the Supplementary Agreement, include:

a) The following maintenance costs, resulting from use, for:

- cosmetic interior repairs,
- interior painting,
- furniture repairs,
- floor surfaces,
- janitor's essential tools,
- lamps, lighting equipment,
- sanitary installations;

b) operating, maintenance and control costs for:

- elevators,
- air conditioners,
- heating,
- fire extinguishing equipment,
- police emergency call system,
- telephone system,
- data networks,
- electrical installations,
- security devices;

c) consumption costs for:

- heating,
- water,
- electricity;

d) costs of the following services:

- building/window cleaning, cleaning of curtains and blinds,
- chimney sweep,
- pest control,
- telecommunications and data communications,
- disposal of sewage and garbage, including hazardous waste.

3. Costs to be borne by the Government

The costs arising from circumstances such as force majeure, or acts of third parties as well as the maintenance costs associated with the upkeep of the manor as a historical monument shall be borne by the Government.

4. Upkeep of the grounds

Gardening duties within the grounds belonging to the Premises, as well as the cleaning of and snow and ice removal from roads and footpaths belonging to the Premises, shall be the responsibility of the Government.
