

No. 33839

---

**UNITED NATIONS  
and  
ITALY**

**Memorandum of Understanding regarding the use by the United Nations of premises on military installations in Italy for the support of peace-keeping, humanitarian and related operations (with exchange of letters). Signed at Rome on 23 November 1994**

*Authentic text: English.*

*Registered ex officio on 11 June 1997.*

---

**ORGANISATION DES NATIONS UNIES  
et  
ITALIE**

**Mémorandum d'accord concernant l'utilisation par l'Organisation des Nations Unies de locaux situés dans les installations militaires en Italie pour l'appui aux opérations de maintien de la paix, humanitaires et connexes (avec échange de lettres). Signé à Rome le 23 novembre 1994**

*Texte authentique : anglais.*

*Enregistré d'office le 11 juin 1997.*

MEMORANDUM OF UNDERSTANDING<sup>1</sup> BETWEEN THE GOVERNMENT OF THE REPUBLIC OF ITALY AND THE UNITED NATIONS REGARDING THE USE BY THE UNITED NATIONS OF PREMISES ON MILITARY INSTALLATIONS IN ITALY FOR THE SUPPORT OF PEACE-KEEPING, HUMANITARIAN AND RELATED OPERATIONS

---

ARTICLE I  
DEFINITIONS

For the purposes of this Memorandum of Understanding the following definitions shall apply:

- (a) The expression "Government" means the Government of the Republic of Italy;
- (b) The expression "United Nations" means the international organization established under the Charter of the United Nations;
- (c) The expression "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<sup>2</sup> to which the Republic of Italy became a party on 3 February 1958;
- (d) The expression "Secretary-General" means the Secretary-General of the United Nations;
- (e) The expression "appropriate Italian authorities" means such national or local authorities, including military ones, in the Republic of Italy as may be appropriate in the context and in accordance with the laws and customs applicable in the Republic of Italy;
- (f) The expression "Military Installation" means any land, buildings, related utilities, facilities, appurtenances or parts thereof, located in the Republic of Italy within defined and clearly identifiable boundaries, coming under the jurisdiction of appropriate Italian authorities;

---

<sup>1</sup> Came into force on 11 June 1997 by notification, in accordance with article XXV.

<sup>2</sup> United Nations, *Treaty Series*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).

(g) The expression "Exclusive Use Premises" means any land, buildings, related utilities, facilities, appurtenances or parts thereof, of Military Installations which the appropriate Italian authorities make available to the United Nations for its exclusive use;

(h) The expression "Non-Exclusive Use Premises" means any land, buildings, related utilities, facilities, appurtenances or parts thereof, of Military Installations which appropriate Italian authorities make available to the United Nations for its non-exclusive use incident to the United Nations' use of Exclusive Use Premises;

(i) The term "Premises" means Exclusive Use Premises and Non-Exclusive Use Premises;

(j) The expression "contributing State" means a Member State of the United Nations contributing property, funds and assets to the United Nations for its use in peace-keeping, humanitarian and related operations;

(k) The expression "members assigned to Premises" means, regardless of their nationality, the official of the United Nations assigned to head the activities of the United Nations on Exclusive Use Premises and Non-Exclusive Use Premises and other officials of the United Nations assigned to such Premises, including locally recruited staff who are not assigned to hourly rates;

(l) The expression "experts on mission" means persons, other than United Nations officials coming within the scope of Article VI of the Convention, performing missions for the United Nations;

(m) The expression "Parties" means the Government and the United Nations.

## ARTICLE II

### PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING

1. The purpose of this Memorandum of Understanding is to set forth the basic terms and conditions under which the Government shall place Exclusive Use Premises and Non-Exclusive

Use Premises at the disposal of the United Nations for its use in providing support to peace-keeping, humanitarian and related operations, and under which the United Nations shall use such Premises.

2. Any additional terms and conditions applicable to Exclusive Use Premises, as well as any additional terms and conditions applicable to the use by the United Nations of Non-Exclusive Use Premises, shall be set forth in Implementation Agreements (hereinafter "the Implementation Agreement") to be entered into by the Parties in accordance with Article IV hereof.

### ARTICLE III APPLICATION OF THE CONVENTION

The United Nations, its property, funds and assets, wherever located and by whomsoever held, including equipment and materials leased, chartered or otherwise made available to the United Nations for its peace-keeping, humanitarian and related operations, as well as members assigned to Premises and experts on mission, shall enjoy the privileges, immunities, exemptions and facilities provided for in the Convention.

### ARTICLE IV IMPLEMENTATION AGREEMENT

When the appropriate Italian authorities make available Premises to the United Nations, without charge unless otherwise agreed in writing, the Parties shall conclude the Implementation Agreement. The Implementation Agreement shall provide that the provisions of this Memorandum of Understanding are applicable thereto and shall set forth therein a description of the Premises, including, if applicable, a site plan.

### ARTICLE V EXCLUSIVE USE PREMISES

1. Exclusive Use Premises shall be for the exclusive use of the United Nations and shall be clearly defined and physically delimited as such on the ground.

2. Exclusive Use Premises shall not be used in any manner incompatible with the purpose of this Memorandum of Understanding.

3. The United Nations shall be responsible for the normal maintenance and upkeep of Exclusive Use Premises. The appropriate Italian authorities shall be responsible for major repairs of a non-recurring nature related to damage resulting from force majeure or structural defects. The United Nations shall be responsible for the repair of damage directly attributable to its negligent use of Exclusive Use Premises. Whether the damage is due to the United Nations negligent use of Exclusive Use Premises shall be the subject of consultations between the Parties.

4. Upon the request of one of the Parties, the United Nations and the appropriate **Italian** authorities shall review the adequacy of Exclusive Use Premises. The Parties agree that **any** major modification, major remodelling or construction on Exclusive Use Premises shall **be** previously authorized in writing by the appropriate Italian authorities and shall be carried out in accordance with the procedures and terms to be set forth in the Implementation Agreement. The Parties further agree that minor modification and minor remodelling on Exclusive Use Premises shall also be carried out in accordance with the procedures and terms to be set forth in said Implementation Agreement.

5. The United Nations shall pay the expenses for any modification, remodelling or construction on Exclusive Use Premises.

6. Any modification, all remodelling and construction on Exclusive Use Premises shall be carried out in accordance with the pertinent Italian laws and regulations applicable to **Military Installations**.

## ARTICLE VI RESPONSIBILITY AND INSURANCE

1. It is the understanding of the Parties that the Republic of Italy shall not, by reason of United Nations' activities under the present Memorandum of Understanding on its territory,

incur any international legal responsibility for acts or omissions of the United Nations or members assigned to Premises acting or failing to act within the limits of their official functions.

2. The United Nations shall secure adequate insurance to cover responsibility towards third parties in relation to its official activities with regard to Exclusive Use Premises made available to the United Nations by the Government, without prejudice to the applicable provisions of the Convention.

3. In the event United Nations official activities in the Republic of Italy, other than with regard to Exclusive Use Premises, give rise to allegations of responsibility to third parties, the United Nations shall, if necessary, make provision for an appropriate mode of settlement with said third parties in accordance with the provisions of Article VIII, Section 29 of the Convention. Nothing in the present Memorandum of Understanding shall be understood as preventing the United Nations from meeting this responsibility by way of commercial insurance or self-insurance.

4. The commercial insurance or self-insurance referred to in the above provision shall be in addition to the policies of insurance normally maintained by the United Nations with regard to its vehicles. The United Nations also requires that insurance be maintained on aircraft that it charters.

5. United Nations vehicles shall carry third party insurance. The foregoing provision of this paragraph shall not apply to United Nations vehicles which are stored on Exclusive Use Premises. In the event, however, stored vehicles are operated in the Republic of Italy outside of Exclusive Use Premises, they shall also carry third party insurance.

## ARTICLE VII ACCIDENT OR INCIDENT INVESTIGATIONS

1. All accidents or other incidents that occur on Exclusive Use Premises shall be investigated by the United Nations.

2. Accidents or other incidents that occur on a Military Installation, except those occurring on Exclusive Use Premises, involving personal injury/death or property damage/loss in which

members assigned to Premises or property of the United Nations are involved, shall be jointly investigated by the Parties in accordance with terms and conditions to be set forth in a specific Implementation Agreement. Any such investigation shall be without prejudice to the Convention, the present Memorandum of Understanding and the competence of the Italian Judicial Authority.

## ARTICLE VIII

### GOODS, SERVICES AND FACILITIES ON MILITARY INSTALLATIONS

1. The Parties acknowledge and agree that the United Nations shall not be required to make payment towards, reimburse or otherwise share, in the Government's normal costs in providing any services, facilities, equipment, personnel or other requirements in efficiently maintaining and operating a Military Installation on which Premises are located. However, the United Nations shall, in accordance with terms and conditions to be set forth in the Implementation Agreement, reimburse the Government for costs it may incur in excess of the Government's normal costs, as described in the preceding provision, which are directly attributable to the United Nations use of Premises.
2. Without prejudice to the provisions of paragraph 1 above, the Government agrees that the United Nations shall be permitted, but not obligated, to purchase from the Government such goods, services and facilities as may be available on a Military Installation in accordance with terms and conditions to be set out in the Implementation Agreement. In that eventuality, the Government further agrees that the costs chargeable to the United Nations for any such purchase shall be based on the actual costs incurred by the Government for the goods, services and facilities supplied.
3. Furthermore, the Government agrees that members assigned to Premises shall be permitted to purchase from the Government such goods, services and facilities as are normally available on a Military Installation to Italian military personnel. The costs chargeable to members assigned to Premises shall be based on the actual costs incurred by the Government for the goods, services and facilities supplied.

## ARTICLE IX

### EXEMPTION FROM TAXATION, DUTIES, PROHIBITIONS AND RESTRICTIONS

1. The United Nations, its property, funds and assets, wherever located and by whomsoever held, shall, within the limits of its official activities, be exempt from all direct taxation levied by the State and the Regions, Provinces and Municipalities of the Republic of Italy.
2. In order to achieve its purposes under the present Memorandum of Understanding, the United Nations shall enjoy, in respect of indirect taxation for purchases, services and transactions within the scope of its official functions, the same exemptions and facilities as enjoyed by the Government itself.
3. With respect to value-added tax (IVA), the United Nations shall be exempt from paying such tax on important purchases of goods and services and on goods imported for official use. For the purposes of the present Memorandum of Understanding, the expression "important purchases" shall mean purchases of goods or services of a value exceeding 100,000 Italian Lire or such higher values as may be fixed as a general rule by the appropriate Italian authorities. These requirements, however, shall not affect the general principles laid down in this paragraph.
4. With regard to its use of Premises located on a Military Installation, the United Nations shall be exempt from consumer tax and related surcharges on electricity, methane gas and any type of fuel consumed for official use. In addition, no such taxes or related surcharges shall be levied on charges for public general services provided to the United Nations pursuant to Article XII below.
5. The exemptions and facilities stipulated in this Article shall not apply to charges for public general services rendered to the United Nations, it being understood that such charges shall be at the rates duly established by the appropriate Italian authorities and that these charges shall be specifically identified and itemized.
6. The United Nations, in accordance with Section 7 (b), Article II of the Convention, shall be exempt from customs duties and from all other taxes, prohibitions and restrictions on goods, articles and materials of any kind imported or exported by the United Nations for its official use and activities.



7. Goods imported exempt from duties and taxes under the terms of this Memorandum of Understanding shall not be sold or given away to a third party unless the prior agreement of the appropriate Italian authorities has been obtained and the applicable duties and taxes paid by the third party. Where such duties and taxes are calculated on the basis of the value of the goods, the value at the time of disposal and the rates in force at that time shall apply.

8. The United Nations shall be exempt from customs duties ("dazi"), vehicle ownership tax and any other duties, as well as from all prohibitions and restrictions in respect of the import of motor vehicles, including spare parts therefor, required for official use. The United Nations may dispose freely of such vehicles three years after their importation, without any prohibition, restriction, customs duties or other levies. Notwithstanding the preceding provision, such vehicles may be disposed of at an earlier date, subject to the mutual agreement of the Parties. Such vehicles shall be registered and licensed in accordance with applicable Italian laws and regulations. The Government shall provide such special license plates for United Nations vehicles as may be appropriate under Italian laws and regulations.

9. Fuel and lubricants for vehicles may, for United Nations' official use and activities, be imported, exported or locally purchased free of customs duties, and all taxes, prohibitions and restrictions.

## ARTICLE X

### UNITED NATIONS FLAG AND MARKINGS

1. The Government shall recognize the right of the United Nations to display the United Nations flag and/or emblem on Exclusive Use Premises, buildings located thereon, and on its vehicles, vessels and aircraft.

2. Vehicles, vessels and aircraft of the United Nations shall carry a distinctive United Nations identification which shall be notified to the appropriate Italian authorities.

**ARTICLE XI**  
**INVOLABILITY OF EXCLUSIVE USE PREMISES**

Without prejudice to the fact that the Military Installation on which Exclusive Use Premises are located remains under the authority of the appropriate Italian authorities and Government territory, Exclusive Use Premises shall be inviolable and subject to the exclusive control and authority of the United Nations. No officer of the Republic of Italy, or other person exercising any public authority within the Republic of Italy, shall enter Exclusive Use Premises to perform any duties therein except with the consent of, and under conditions approved by, the United Nations. The United Nations' consent to such entry shall be presumed in the event of fire or other analogous emergency requiring urgent action. Any person who has entered Exclusive Use Premises with the presumed consent of the United Nations, shall, if so requested by the United Nations, leave Exclusive Use Premises immediately. Without prejudice to the provisions of the Convention or this Memorandum of Understanding, the United Nations shall prevent Exclusive Use Premises from being used as a refuge by persons who are required by the Italian Judicial Authority for arrest.

**ARTICLE XII**  
**PUBLIC GENERAL SERVICES AND FACILITIES**

1. The appropriate Italian authorities shall undertake to assist the United Nations as far as possible in obtaining and making available, without limitation by reason of this enumeration, electricity, water, sewerage, gas, post, drainage, collection of refuse, fire protection and other facilities at the most favourable rate, and in the case of interruption or threatened interruption of service, to give as far as is within its powers the same priority to the needs of the United Nations as to essential Government services. Payment for such public general services and facilities shall be made by the United Nations on terms to be agreed with appropriate Italian authorities.

2. The United Nations shall be responsible for making suitable arrangements for the provision of public general services and facilities to Exclusive Use Premises on a Military Installation and shall, upon request, make arrangements for duly authorized persons representing

the appropriate public general service bodies to install, inspect, repair, maintain, reconstruct, and relocate utilities, conduits, mains and sewers within Exclusive Use Premises under conditions which shall not unreasonably disturb the carrying out of the functions of the United Nations.

### ARTICLE XIII COMMUNICATIONS FACILITIES

1. The United Nations shall enjoy the facilities in respect of communications provided in Article III of the Convention and shall, in co-ordination with appropriate Italian authorities, use such facilities as may be required for the performance of its task. Issues with respect to communications which may arise which are not specifically provided for in the present Memorandum of Understanding shall be dealt with pursuant to the relevant provisions of the Convention.

2. Subject to the provisions of paragraph 1 above:

(a) The United Nations shall have authority to install and operate within Exclusive Use Premises radio sending and receiving stations inclusive of satellite systems to connect the United Nations' offices within the territory of the Republic of Italy, and with United Nations' offices in other countries, and to exchange traffic with the United Nations global telecommunications network. The telecommunications services shall be operated in accordance with the International Telecommunications Convention<sup>1</sup> and Regulations<sup>2</sup> and the frequencies on which any such station may be operated shall be decided upon in co-operation with the Government and shall be communicated by the United Nations to the International Frequency Registration Board.

(b) The United Nations shall enjoy, within the territory of the Republic of Italy, the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, telegraph, facsimile or any other means, and of establishing the necessary facilities

<sup>1</sup> United Nations, *Treaty Series*, vol. 1209, p. 32.

<sup>2</sup> International Telecommunication Union, *Radio Regulations*, Edition of 1982, as amended.

for maintaining such communications within and between Premises, including the laying of cables and land lines and the establishment of fixed and mobile radio sending, receiving and repeater stations. The frequencies on which the radio will operate shall be decided upon in cooperation with the Government. It is understood that connections with the local system of telegraphs, telex and telephones may be made only after consultation and in accordance with arrangements with the Government, it being further understood that the use of the local system of telegraphs, telex and telephones will be charged at the most favourable rate.

#### **ARTICLE XIV FINANCIAL FACILITIES**

1. Without being restricted by financial controls, regulations or moratoria of any kind, for official purposes the United Nations:

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

(b) shall be free to transfer its funds or currency from the Republic of Italy to another country or within the Republic of Italy and to convert any currency held by it into any other currency.

2. In exercising its rights under the above provision, the United Nations shall pay due regard to any representations made by the Government in so far as it is considered that effect can be given to such representations without detriment to the United Nations' interests.

#### **ARTICLE XV SECURITY**

1. The external perimeter security and policing of, as well as access to, Military Installations on which Exclusive Use Premises are located shall be the responsibility of the appropriate Italian authorities. Except for Exclusive Use Premises, the internal security of such Military Installation shall be the responsibility of the appropriate Italian authorities. The internal security of Exclusive Use Premises shall be the responsibility of the United Nations. Specific

provisions concerning the security responsibilities of the Parties shall be set forth in the Implementation Agreement.

2. The appropriate Italian authorities shall exercise due diligence to ensure that the security and tranquillity of Exclusive Use Premises are not impaired by any person or group attempting unauthorized entry into, or creating a disturbance in the immediate vicinity of Exclusive Use Premises. The appropriate Italian authorities shall provide outside Military Installations on which Exclusive Use Premises are located, and in the vicinity of Exclusive Use Premises, such police protection as is required for these purposes.

3. If so requested by the official of the United Nations assigned to head the activities of the United Nations on Exclusive Use Premises, the appropriate Italian authorities shall provide necessary assistance for the preservation of law and order on Exclusive Use Premises and for the removal therefrom of persons as requested by the official of the United Nations referred to in this paragraph.

4. The United Nations shall consult with the appropriate Italian authorities as to methods to ensure the security of Exclusive Use Premises, including, if necessary, the establishment or improvement of a perimeter security system.

5. Nothing in this Memorandum of Understanding shall preclude the United Nations, at its own expense and with no cost to the Government, from establishing a United Nations internal security system under its control to ensure the security of Exclusive Use Premises.

## **ARTICLE XVI**

### **TRAVEL AND TRANSPORT**

1. The United Nations shall enjoy, together with vehicles, vessels, aircraft and equipment either owned, leased, chartered or otherwise made available to the United Nations, freedom of movement throughout the Republic of Italy. That freedom shall, with respect to dangerous cargo, oversized vehicles and large movements of stores or vehicles through airports or on railways or roads used for general traffic within the Republic of Italy, be co-ordinated with the

Government. The Government undertakes to supply the United Nations, where necessary, with maps and other information which may be useful in facilitating its movements.

2. The United Nations shall be entitled, for its official purposes, to use the **Government** railway and other public transport facilities at tariffs which shall not exceed the **passenger fares** or freight rates generally accorded to Italian Governmental administrations.

3. The United Nations may use roads, bridges, canals and other waters, port facilities and airfields without the payment of taxes, dues, tolls or charges, including wharfage charges, landing fees, en route charges and air corridor fees. However, the United Nations will not claim exemption from charges which are in fact public utility charges for services rendered subject to their being applied at the rates duly established by the appropriate Italian authorities provided that such charges shall be specifically identified and itemized.

4. Incident to the United Nations use of Exclusive Use Premises, aircraft of the United Nations, including civilian aircraft chartered or leased by the United Nations, and military aircraft of a contributing State providing services to the United Nations, may, upon advance notice and subject to applicable rules and standards of the International Civil Aviation Organization, take-off, fly-over and land on the territory of the Republic of Italy. Such aircraft may use the airport facilities of a Military Installation subject to the provisions of this Memorandum of Understanding and the terms and conditions set forth in the Implementation Agreement.

5. Vessels utilizing Italian harbours to exclusively transport personnel and materials pursuant to the United Nations use of Exclusive Use Premises may pass through the territorial waters of the Republic of Italy and utilize the regular harbour services subject to agreed conditions and with payment of the most favourable charges for required services. The Government agrees that such vessels shall be exempt from any taxes or anchorage surcharge upon receipt of a Certified Statement from the United Nations certifying that the sole purpose for such vessels utilizing Italian harbours is pursuant to United Nations' use of Exclusive Use Premises.

6. The Government shall not collect any passenger tax from the persons travelling for official United Nations purposes on the aircraft and vessels referred to in paragraphs 4 and 5.

**ARTICLE XVII**  
**PRIVILEGES AND IMMUNITIES**

1. Members assigned to Premises shall be accorded the privileges and immunities set forth under Articles V and VII of the Convention.<sup>1</sup> In particular they shall:

(a) be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. This immunity from legal process shall continue to be accorded after the persons concerned are no longer officials of the United Nations;

(b) be exempt from taxation on the salaries and emoluments paid to them by the United Nations and from having such exempt income taken into account for the purpose of assessing the amount of taxation on other income;

(c) be immune from national service obligations;

(d) be immune, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration. On request from the United Nations, the spouses and immediate relatives dependent on members assigned to Premises, who are resident in the Republic of Italy, shall be accorded opportunity to take up employment in the Republic of Italy;

(e) be accorded the same privileges in respect of exchange facilities as are accorded to the officials of comparable ranks forming part of the diplomatic missions to the Government;

(f) be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys:

(g) have the right to import free of duty their furniture and effects, including one vehicle within 12 months of first taking up their assignments in the Republic of Italy, in one or two shipments. Thereafter, they shall be entitled to import duty-free necessary replacements for

---

<sup>1</sup>United Nations, *Treaty Series*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).

such items. However, with respect to vehicles imported duty-free, such vehicles may be replaced only after a period of three years following the date of the preceding importation. Vehicles imported by members assigned to Premises shall be registered in a special series.

2. In addition to the privileges and immunities set forth under paragraph 1 above, the official of the United Nations assigned to head the activities of the United Nations on the Premises shall be accorded in respect of himself, his spouse and minor children, the privileges, immunities, exemptions and facilities accorded by the Government to members of comparable rank of the diplomatic corps in the Republic of Italy.

#### **ARTICLE XVIII EXPERTS ON MISSION**

Experts on mission shall be accorded the privileges, immunities and facilities set forth in Articles VI and VII of the Convention.

#### **ARTICLE XIX RESPECT FOR LOCAL LAWS AND REGULATIONS AND COOPERATION WITH THE COMPETENT AUTHORITIES**

1. Without prejudice to their privileges and immunities, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of the host country. They also have a duty not to interfere in the internal affairs of the host country.

2. The United Nations shall cooperate at all times with the competent authorities to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuse in connection with the privileges, immunities, exemptions and facilities accorded under this Memorandum of Understanding.



**ARTICLE XX**  
**ENTRY, RESIDENCE AND DEPARTURE**

1. The United Nations official assigned to head the activities of the United Nations on Exclusive Use Premises and members assigned to Premises, as well as their spouses and relatives dependent on them, shall have the right to enter into, reside in and depart from the Republic of Italy during the period of their assignment to Premises.
  
2. The Government undertakes to facilitate the entry into and departure from the Republic of Italy of members assigned to Premises. They shall also be exempt from any regulations governing the residence of aliens in the Republic of Italy, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in the Republic of Italy. Visas and entry/exit permits, when required, shall, for the persons referred to in paragraph 1 above, be granted without charge and as promptly as possible.

**ARTICLE XXI**  
**IDENTIFICATION**

1. The United Nations shall issue all members assigned to Premises an identification card showing full name, title, United Nations index number, and photograph.
  
2. Members assigned to Premises shall be required to present, but not to surrender, their United Nations identity cards upon request by appropriate Italian authorities.
  
3. The United Nations shall inform the Government whenever a member assigned to Premises takes up or completes his assignment. It shall, at least once every year, send the Government a list of all members assigned to Premises and their family members forming part of their households.

## ARTICLE XXII PERMITS AND LICENSES

The Government agrees to accept as valid, without tax or fee, a permit or license issued by the United Nations for the operation of any transport or communications equipment and for the practice of any profession or occupation in connection with the United Nations use of Premises, provided that no license to drive a vehicle or pilot an aircraft or vessel shall be issued to any person who is not already in possession of an appropriate and valid licence.

## ARTICLE XXIII SOCIAL SECURITY

1. Members assigned to Premises are subject to the United Nations Staff Regulations and Rules including Article VI thereof which sets forth provisions concerning participation in the United Nations Joint Staff Pension Fund, health protection, sick leave and maternity leave, and a workers' compensation scheme in the event of illness, accident or death attributable to the performance of official duties on behalf of the United Nations. Accordingly, the Parties agree that the United Nations and members assigned to Premises, irrespective of nationality, shall be exempt from all compulsory contributions to the social security organisations of the Republic of Italy deriving from the employment relationship between said members assigned to Premises and the United Nations.

2. The United Nations agrees that members assigned to Premises, irrespective of nationality, shall, under conditions established by the Secretary-General, be required to participate in a medical insurance scheme established by the United Nations. Family members and dependents recognized under the applicable provisions of the United Nations Staff Regulations and Rules are eligible to be covered under the aforementioned medical scheme.

## ARTICLE XXIV SETTLEMENT OF DISPUTES

Any dispute between the Government and the United Nations relating to the interpretation and implementation of the present Memorandum of Understanding which is not settled 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 (30) days of the request for arbitration either Party has not appointed an arbitrator, or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure for the arbitration shall be fixed 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 XXV**

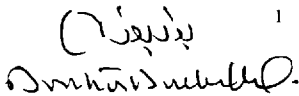
#### **FINAL PROVISIONS**

1. The Government shall cooperate with the United Nations at all times with a view to assisting the United Nations in the fulfillment of its purposes and the discharge of its functions under the present Memorandum of Understanding. All official contacts with the Government shall be conducted by the United Nations through the Ministry of Foreign Affairs or such other Ministry as may be agreed.
2. Consultations with respect to amendments to this Memorandum of Understanding shall be entered into at the request of either the United Nations or the Government and such amendments shall be made by mutual consent. Amendments shall be in writing.
3. The present Memorandum of Understanding may be terminated by either the United Nations or the Government providing thirty-six months prior notice in writing.
4. The present Memorandum of Understanding shall be without prejudice to the privileges and immunities of the United Nations as set forth in the Convention.
5. The present Memorandum of Understanding shall be subject to ratification by the Parliament of the Republic of Italy, and shall come into force upon receipt by the United Nations of the notification from the Government of the completion of the required formalities.

IN WITNESS WHEREOF the undersigned, duly authorized representatives of the United Nations and the Government of the Republic of Italy have, on behalf of the Parties, signed the present Memorandum of Understanding.

Done at ROME this 23 day of November 1994.

For the United Nations:

 <sup>1</sup>

For the Republic  
of Italy:

 <sup>2</sup>

<sup>1</sup> Boutros Boutros-Ghali.

<sup>2</sup> Cesare Previti.

## EXCHANGE OF LETTERS

## I

IL MINISTRO DELLA DIFESA<sup>1</sup>

23 November 1994

Dear Mr. Secretary-General,

On the occasion of the signing of the Memorandum of Understanding Between the Republic of Italy and the United Nations Regarding the Use by the United Nations of Premises on Military Installations in Italy for the Support of Peace-keeping, Humanitarian and Related Operations, I would like to refer to the discussions held between the representatives of my Government and the representatives of the United Nations concerning the interpretation and implementation of certain provisions of the Memorandum of Understanding.

I have the honour to confirm on behalf of the Government of the Republic of Italy the following understandings.

It is the understanding of the Parties that in order to give practical and full effect to the provisions of Article IX, paragraph 6, and with due respect to the entitlements of the United Nations under Article II, Section 7 (b) of the Convention, that goods, articles and materials imported or exported by the United Nations for its official use and activities are exempt from customs duties, all other taxes, prohibitions or restrictions, it will suffice for the United Nations to provide the appropriate Italian authorities with a written declaration that the goods, articles and materials being imported or exported are required for official United Nations purposes and activities. Such written declaration shall include a list of the goods, articles and materials. Moreover, it is the further understanding of the Parties that goods, articles and materials imported or exported by the United Nations shall constitute property of the United Nations within the meaning of the Convention and, as such, may be freely refurbished, repaired, repackaged, reconfigured or otherwise utilized without prohibition or restriction on the part of appropriate Italian authorities.

It is the understanding of the Parties that with regard to the provisions of Article IX, paragraph 6 concerning the importation of goods, articles and materials by the United Nations for its official use and activities, the appropriate Italian authorities may exercise reasonable procedures and, if necessary, take appropriate practical steps

---

<sup>1</sup>Defence Minister.

with regard to health and plant-health matters, it being understood that such practical steps shall not have the effect of depriving the United Nations of its entitlements under Article II, Section 7 (b) of the Convention, or in any way diminishing the extent thereof. Furthermore, if either of the Parties is of the view that implementation of the foregoing provision is a matter of concern, the Parties shall consult in order to resolve the matter expeditiously.

It is the understanding of the Parties that in implementing the provisions of Article IX, paragraph 8 in respect of the importation by the United Nations of vehicles for official use that are to be utilized for the day to day operational needs of Premises, the United Nations shall notify the appropriate Italian authorities of its requirements. Should there be a concern on the part of either of the Parties regarding implementation of the foregoing provision, the Parties shall consult one another with a view to resolving the matter expeditiously. The Parties recognize and agree that the understanding referred to herein shall not apply to vehicles imported by the United Nations into the Republic of Italy which it intends to export therefrom for official use in a United Nations peace-keeping, humanitarian or related operation.

It is the understanding of the Parties that with regard to the immunity from national service obligations provided for in Article XVII, paragraph 1 (c), such immunity shall, with regard to locally-recruited members assigned to Premises who are Italian nationals, be confined to members whose names have, by reason of their duties, been placed on a list compiled by the Secretary-General and approved by the Government; provided further that should such members assigned to Premises, other than those listed, who are Italian nationals, be called up for national service, the Government shall, upon request of the Secretary-General, grant such temporary deferments in the call-up of such members as may be necessary to avoid interruption of essential work.

It is the understanding of the Parties that the provisions of Article XVII, paragraph 1 (e), (f), and (g) shall not be applicable to locally-recruited members assigned to Premises who have Italian nationality or permanent resident status in the Republic of Italy.

It is the understanding of the Parties that with regard to the provisions of Article XXIII, paragraph 1, the Regulations of the United Nations Joint Staff Pension Fund provide for, inter alia, retirement, disability, and survivors' benefits.

It is the understanding of the Parties that with regard to the provisions of Article XXIII, paragraph 2, the medical insurance scheme to be established by the United Nations shall provide similar protection to its subscribers as is provided to the subscribers of the medical insurance scheme established by Specialized Agencies of

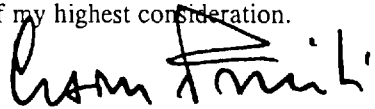
the United Nations and related organizations having headquarters in the Republic of Italy.

In addition to the aforesaid understandings of the Parties, the Government of the Republic of Italy should like to take this opportunity to advise the United Nations of its views as follows:

In the context of the provisions of Article XXIII, other than salaries and emoluments received from the United Nations, all other income of members assigned to Premises who are Italian nationals or permanent residents which is included in the yearly income tax return (IRPEF), is subject to the mandatory contributions for social security and health insurance provided for under Italian law.

With further regard to the provisions of Article XXIII, it is the position of the Government of the Republic of Italy that medical services provided by the Italian National Health Service to members assigned to Premises who are Italian nationals or permanent residents shall be reimbursed by the insurance company chosen by the United Nations or by the person concerned directly to the Italian health structure providing the services, within the limits of the insurance policy. Medical services exceeding such limits shall be the responsibility of the Italian National Health Service according to the health insurance level provided for by the Service to Italian nationals or permanent residents who have residence in the Republic of Italy.

Accept, Mr. Secretary-General, the assurances of my highest consideration.



CESARE PREVITI  
Minister of Defence  
of the Republic of Italy

Mr. Boutros Boutros-Ghali  
The Secretary-General  
United Nations  
New York

## II

## THE SECRETARY-GENERAL

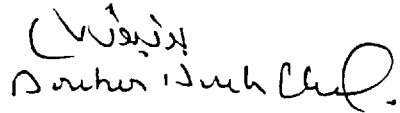
23 November 1994

Sir,

I have the honour to acknowledge receipt of your Excellency's letter of 23 November 1994 in which you confirm your Government's understandings concerning the interpretation of certain provisions of the Memorandum of Understanding Between the Government of the Republic of Italy and the United Nations Regarding the Use by the United Nations of Premises on Military Installations in Italy for the Support of Peace-keeping, Humanitarian and Related Operations.

I wish to confirm, on behalf of the United Nations, that the understandings reflected in the above-mentioned letter fully correspond to the views of the United Nations on the subject.

Accept, Sir, the assurances of my highest consideration.



BOUTROS BOUTROS-GHALI  
Secretary-General

His Excellency  
Cesare Previti  
Minister of Defence  
of the Republic of Italy