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**International Fund for Agricultural Development
and
Lao People's Democratic Republic**

Agreement between the Government of the Lao People's Democratic Republic and the International Fund for Agricultural Development (IFAD) on the establishment of the IFAD's country office. Rome, 23 July 2012, and Vientiane, 23 July 2012

Entry into force: *23 July 2012 by signature, in accordance with article XIV*

Authentic text: *English*

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**Fonds international de développement agricole
et
République démocratique populaire lao**

Accord entre le Gouvernement de la République démocratique populaire lao et le Fonds international de développement agricole relatif à l'établissement du bureau de pays du FIDA. Rome, 23 juillet 2012, et Vientiane, 23 juillet 2012

Entrée en vigueur : *23 juillet 2012 par signature, conformément à l'article XIV*

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**AGREEMENT BETWEEN THE GOVERNMENT OF THE LAO PEOPLE'S
DEMOCRATIC REPUBLIC AND THE INTERNATIONAL FUND FOR
AGRICULTURAL DEVELOPMENT (IFAD) ON THE ESTABLISHMENT OF THE
IFAD'S COUNTRY OFFICE**

The Government of the Lao People's Democratic Republic (hereinafter referred to as the Government) and

The International Fund for Agricultural Development (hereinafter referred to as IFAD)

WHEREAS the IFAD, a Specialised Agency of the United Nations Organisation, wishes to establish a Country Office in the Lao People's Democratic Republic to support its operation, including supervision of projects; consolidate its cooperation and linkages; be close to its partners and programmes; and manage knowledge; and the Government of the Lao People's Democratic Republic agrees to permit the establishment of such an office.

WHEREAS the Government acceded on 9 August 1960 to the Convention on the Privileges and Immunities of the Specialised Agencies.

WHEREAS the Government ratified on 13 December 1978 the Agreement Establishing IFAD.

HAVE AGREED as follows:

Article I

DEFINITIONS

For the purpose of this Agreement:

- (a) "the Government" means the Government of the Lao People's Democratic Republic;
- (b) "IFAD" means the International Fund for Agricultural Development;
- (c) "Office" means the International Fund for Agricultural Development's Country Office located in the Lao People's Democratic Republic;
- (d) "IFAD officials" means the Country Representative and all other officials including local staffs as specified by IFAD in accordance with Article VI, Section 18 of the Convention on the Privileges and Immunities of the Specialized Agencies, 1947;
- (e) "Local staff" means Lao nationals who are working at IFAD Office.

Article II

JURIDICAL PERSONALITY OF THE FUND

1. The Government recognizes the juridical personality of the Fund, and in particular its capacity:
 - (i) to contract;
 - (ii) to acquire and dispose of movable and immovable property; and
 - (iii) to be a party to judicial proceedings.
2. The Government shall permit the Fund to purchase or rent premises to serve as its Office.
3. The Office shall be authorised to display the emblem of the Fund on its premises and vehicles.

Article III

INVIOABILITY OF THE OFFICE

1. The property and assets of the Office, 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.
2. The archives of the Office, and in general all documents belonging to it or held by it, shall be inviolable, wherever located.
3. The Office and its property and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except in so far as in any particular case the Fund has expressly waived its immunity. No waiver of immunity shall extend to any measure of execution.
4. The Office should not allow its premises to serve as a refuge for any person wanted for a criminal offence or in respect of whom a warrant, conviction or expulsion order has been issued by the competent authorities of the Lao People's Democratic Republic.
5. The authorities, officials and agents of the Lao People's Democratic Republic shall not enter the Office in an official capacity unless at the request or with the authorisation of the Office, granted by the Country Representative or his or her delegate. In the event of force majeure, fire or any other calamity requiring urgent measures of protection, the consent of the Country Representative or his or her representative shall be considered to have been given. However, if requested by the Country Representative, any person who has entered the Office with his or her presumed consent shall leave the Office immediately.
6. The competent authorities of the Lao People's Democratic Republic shall, to the extent possible, take all necessary measures to protect the Office against any intrusion

or damage, to ensure that their tranquillity is not disturbed and to preserve their dignity.

7. The residences of IFAD's officials of the Lao People's Democratic Republic shall be entitled to the same inviolability and protection as the Office.

Article IV

PUBLIC SERVICES

1. The Government undertakes to assist the Office as far as possible in obtaining and making available where applicable the necessary public services on equitable terms. The Office shall bear the costs of these services.
2. In the case of interruption or threatened interruption of any such services, the competent authorities shall consider the Office's need for such services as important as that of any other international organisation and shall therefore take the necessary measures to ensure that the Office's activities are not impaired by such a situation.

Article V

COMMUNICATIONS

The Office's communications shall enjoy protection under the conditions and limitations defined in section 11 and 12 of the Convention on the Privileges and Immunities of the Specialised Agencies.

Article VI

TAX EXEMPTION

The Office, its assets, income and other property shall be exempt from:

- (a) all direct and indirect taxes on goods directly imported or purchased locally by the organisation for its official use in the Lao People's Democratic Republic, it being understood, however, that no claim of exemption will be made from taxes which are, in fact, no more than charges for public utility services;
- (b) customs duties or other taxes. However, it is understood that the Office shall not be exempted from prohibitions or restrictions on imports and exports in respect of articles imported or exported by the Office for its official use. Articles imported under such exemption will not be sold in the Lao People's Democratic Republic except under conditions agreed with the Government;
- (c) customs duties or other taxes on imports and exports in respect of its publications.

ARTICLE VII

FINANCIAL FACILITIES

1. In connection with its official activities the Office may freely acquire currencies and funds, hold them, use them, and have accounts in the Lao People's Democratic Republic in Kip or any other currency and convert any currency held by it into any other currency.
2. The Office shall enjoy the same exchange facilities as other international organisations represented in the Lao People's Democratic Republic.

Article VIII

SOCIAL SECURITY

Since IFAD's officials are covered by the Fund's social security scheme or a similar scheme, the Office shall not be required to contribute to any social security scheme in the Lao People's Democratic Republic, and the Government shall not require any member of the Office covered by the Fund's scheme to join such a scheme. However, it is understood that IFAD shall be responsible to contribute for social security scheme for its employees who are not covered by the Fund's scheme.

Article IX

ENTRY, TRAVEL AND SOJOURN

1. The Government shall recognize and accept the United Nations laissez-passers issued to officials of IFAD as valid travel documents.
2. Applications for visas, where required, from officials of IFAD holding United Nations laissez-passers, when accompanied by a certificate that they are travelling on the business of IFAD, shall be dealt with as speedily as possible. In addition, such persons shall be granted facilities for speedy travel.
3. Similar facilities to those specified in paragraph 2 shall be accorded to experts and other persons who, though not the holders of United Nations laissez-passers, have a certificate that they are travelling in the business of IFAD.
4. The Government shall facilitate the entry into or departure from the Lao People's Democratic Republic, when travelling to or from the Office, of persons exercising official functions at the Office or invited by it.
5. The Government undertakes to authorise the following persons and their dependants to enter into the Lao People's Democratic Republic and sojourn in the country throughout the duration of their assignment or missions to the Office:
 - (a) the Country Representative and other IFAD's officials;
 - (b) all other persons invited by the Office.

Article X

IDENTITY CARDS

1. The Country Representative shall communicate to the Government a list of the IFAD's officials (including spouses and other dependants) and inform it of any changes in this list.
2. Upon notification of their appointment, the Government shall issue to all persons referred to in paragraph 1 a card bearing the photograph of its holder which attests that such person is a member of the Office. This card shall be recognised by the competent authorities as an attestation of the person's identity and status as a member of the Office.

Article XI

PRIVILEGES AND IMMUNITIES OF IFAD'S OFFICIALS

1. Without prejudice to the provisions applicable to the Organisation under the Convention on the Privileges and Immunities of the Specialised Agencies, IFAD's officials shall enjoy the following privileges and immunities in the Lao People's Democratic Republic:
 - (a) immunity from legal process, even after the termination of their functions, in respect of all acts, including words spoken or written, performed by them in their official capacity;
 - (b) Exemption from income taxation on salaries and emolument for IFAD Officials, except for local staffs both recruited locally and assigned to hourly rates;
 - (c) exemption, together with their spouses and other dependents, for immigration restrictions and alien registration;
 - (d) exemption, together with their spouses and other dependents, from national service obligations and any other compulsory service;
 - (e) exemption from import duty and other levies on their household and personal effects imported within six (6) months after first taking up their functions in the Lao People's Democratic Republic;
 - (f) every three (3) years, admission of one vehicle per family, imported or purchased, provided that such vehicle is not sold or transferred during this period except in accordance with applicable rules and procedures;
 - (g) in the event of international crisis, the same repatriation and evacuation facilities as members of the diplomatic corps accredited to the Government, for themselves, their spouses and other dependents;
 - (h) the same exchange facilities as those accorded to officials of comparable rank of diplomatic missions accredited to the Government.

2. Throughout the duration of his or her functions, the Country Representative shall enjoy the privileges and immunities accorded to the heads of diplomatic missions. The other senior members of the Office designated from time to time by the Country Representative on the basis of the positions of responsibility which they fill shall be accorded the privileges granted to diplomatic agents.

Article XII

GENERAL PROVISIONS

1. The Government shall make every effort to ensure that the Office and the IFAD's officials enjoy treatment not less favourable than that granted to other intergovernmental, international and regional organisations represented in the Lao People's Democratic Republic.
2. The privileges and immunities provided for in this Agreement are not designed to secure personal advantage for their beneficiaries; they are designed exclusively to ensure that the Office may operate freely in all circumstances, and to safeguard the complete independence of the persons to whom they are granted.
3. Without prejudice to the privileges and immunities granted under this Agreement, the Office and all persons who enjoy these privileges and immunities have the duty to respect the laws and regulations of the Lao People's Democratic Republic. They also have the duty not to interfere in the internal affairs of the Lao People's Democratic Republic.
4. The President of IFAD has the right to waive this immunity when he considers that it would impede the course of justice and can be waived without prejudice to the interests of the Office.
5. The President of IFAD shall take all measures necessary to prevent any abuse of the privileges and immunities granted under this Agreement; to this end, the Fund shall issue such regulations, applicable to the IFAD's officials and others concerned, as may be deemed necessary and appropriate.
6. Should the Government consider that there has been an abuse of a privilege or immunity granted under this Agreement, consultations shall take place, at its request, between the Country Representative and the competent authorities with view to determining whether such an abuse took place. Should such consultations not produce a result which is satisfactory to the Government and the Country Representative, the matter shall be settled in accordance with the procedure described in article XIII.
7. Nothing in this Agreement shall be construed as limiting the right of the Government to take such measures as are necessary to safeguard the security of the Lao People's Democratic Republic.
8. Should the Government find it necessary to apply paragraph 7 of this Article, it shall enter into contact with the Country Representative as soon as circumstances permit with a view to determining by mutual agreement the measures required to protect the interests of the Fund.

9. The provisions of this Agreement are applicable to all persons covered by the Agreement, regardless of whether the Government maintains diplomatic relations with the State of which such persons are nationals, or whether such State grants similar privileges and immunities to the diplomatic officials and nationals of the Lao People's Democratic Republic.
10. The Government shall be responsible for dealing with any claims which may be brought by third parties against the Fund or against its officials or consultants or other persons performing services on behalf of the Fund and shall hold the Fund and the above-mentioned persons harmless in case of any claims or liabilities, except where it is agreed by the Government and the Fund that such claims or liabilities arise from the gross negligence or wilful misconduct of such persons.
11. Whenever this Agreement imposes obligations on the competent authorities, the Government shall be ultimately responsible for ensuring the fulfilment of such obligations.

Article XIII

INTERPRETATION AND SETTLEMENT OF DISPUTES

1. This Agreement shall be interpreted in the light of its principal objective, which is to enable the Office to carry out its activities fully and efficiently.
2. Where an allegation is substantiated, the party in breach shall undertake in writing to remedy the breach and notify the other party in writing the measures taken or proposed to be taken to remedy the breach and prevent further breaches.
3. Any dispute between the Government and the Office concerning the interpretation or application of this Agreement, or of any supplementary arrangement, which is not settled by negotiation shall, unless the parties agree otherwise, be referred for final decision to a tribunal of three (3) arbitrators, one to be named by the Government, one to be named by the President of the Fund, and the third, who shall chair the tribunal, to be chosen by mutual agreement by the other two arbitrators.
4. Should the first two arbitrators fail to agree on the choice of the third within six months following their appointment, the third arbitrator shall be named by the President of the International Court of Justice, unless he or she is a national of the Lao People's Democratic Republic, in which case the third arbitrator shall be named by the Vice-President of the International Court of Justice.
5. The decisions of the tribunal of arbitrators shall be fully binding.

Article XIV

ENTRY INTO FORCE AND REVISION

1. The provision of this Agreement shall come into force upon signature by both parties.
2. This Agreement will remain in force while the Office remains established in the Lao People's Democratic Republic.
3. The obligations assumed by the Government and the Office under this Agreement shall survive its termination to the extent necessary to permit orderly withdrawal of the property, funds and assets of the Fund and the officials and other persons performing services on behalf of the Fund.
4. This Agreement may only be amended by mutual agreement of the Parties in writing.

IN WITNESS WHEREOF the undersigned duly authorised representatives of the Government and the IFAD respectively have, on behalf of both parties, signed the present Agreement in English in two originals.

FOR
THE GOVERNMENT OF
THE LAO PEOPLE'S
DEMOCRATIC REPUBLIC



Dr. Thongloun SISOULITH
Deputy Prime Minister,
Minister of Foreign Affairs

Vientiane, ..23..JUL..2012.....

FOR
THE INTERNATIONAL
FUND FOR AGRICULTURAL
DEVELOPMENT



Kanayo F. Nwanze
President of the International
Fund for Agricultural Development

Rome,23 JUL 2012.....