

No. 52197*

**International Fund for Agricultural Development
and
United Republic of Tanzania**

Headquarters Agreement between the Government of the United Republic of Tanzania and the International Fund for Agricultural Development on the establishment of the IFAD's country office. Dar es Salaam, 5 May 2008 and 21 July 2008

Entry into force: *21 July 2008 by signature, in accordance with article XIV*

Authentic text: *English*

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**Fonds international de développement agricole
et
République-Unie de Tanzanie**

Accord de siège entre le Gouvernement de la République-Unie de Tanzanie et le Fonds international de développement agricole relatif à l'établissement du bureau de pays du FIDA. Dar es-Salaam, 5 mai 2008 et 21 juillet 2008

Entrée en vigueur : *21 juillet 2008 par signature, conformément à l'article XIV*

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**HEADQUARTERS AGREEMENT BETWEEN THE GOVERNMENT
OF THE UNITED REPUBLIC OF TANZANIA AND THE
INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT
ON THE ESTABLISHMENT OF THE IFAD'S COUNTRY OFFICE**

WHEREAS the International Fund for Agricultural Development (IFAD), a Specialised Agency of the United Nations Organisation, wishes to establish a Country Office in Tanzania to support its operations, including supervision of projects; consolidate its cooperation and linkages; be close to its partners and programmes; and manage knowledge; and the Government of the United Republic of Tanzania agrees to permit the establishment of such an office.

WHEREAS the United Republic of Tanzania acceded on 29 October 1962 to the Convention on the Privileges and Immunities of the Specialised Agencies.

WHEREAS the United Republic of Tanzania signed on 18 July 1977 and ratified on 25 November 1977 the Agreement Establishing IFAD.

NOW THEREFORE, the Government of the United Republic of Tanzania and IFAD hereby agree as follows:

Article I

DEFINITIONS

For the purpose of this Agreement:

- (a) "Government" means the Government of the United Republic of Tanzania;
- (b) "the Fund" or "IFAD" means the International Fund for Agricultural Development;
- (c) "Office" means the International Fund for Agricultural Development's Country Office located in the United Republic of Tanzania;
- (d) "IFAD officials" means the Country Representative and all other officials as specified by IFAD in accordance with Article VI, Section

18 of the Convention on the Privileges and Immunities of the Specialized Agencies, 1947.

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

INVOLABILITY 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 shall 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 United Republic of Tanzania.
5. The authorities, officials and agents of the United Republic of Tanzania 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 United Republic of Tanzania 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 who are not citizens or permanent residents of the United Republic of Tanzania 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 United Republic of Tanzania, 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 United Republic of Tanzania except under conditions agreed with the Government; and subject to compliance with such conditions as the Commissioner for Customs and Sales Tax may prescribe for the protection of revenue.
- (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:
 - (a) acquire currencies and funds, hold them, use them, and have accounts in Tanzanian shilling or any other currency and convert any currency held by it into any other currency.
 - (b) transfer Tanzanian shilling within the territory of the United Republic of Tanzania and transfer other currencies to or from the United Republic of Tanzania.
2. The Office shall enjoy the same exchange facilities as other international organisations represented in the United Republic of Tanzania.

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 United Republic of Tanzania, 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-passer issued to officials of IFAD as valid travel documents.
2. Applications for visas, where required, from officials of IFAD holding United Nations laissez-passer, 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-passer, have a certificate that they are travelling on the business of IFAD.
4. The Government shall facilitate the entry into or departure from the United Republic of Tanzania, 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 United Republic of Tanzania 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.
6. Without prejudice to the specific immunities to which they may be entitled, the persons referred to in paragraph 5 above shall not, during their assignment or missions, be required by the authorities of the United Republic of Tanzania to leave the territory of the United Republic of Tanzania unless it is established, in accordance with the provisions of Article XII paragraph 6 hereof, that they have abused the privileges to which they are entitled by pursuing an activity unrelated to their official functions or missions.

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 United Republic of Tanzania:
 - (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 emoluments for IFAD officials as provided under the Diplomatic and Consular Immunities and Privileges Act, (Cap. 356 R.E. 2002)
 - (c) exemption, together with their spouses and other dependents, from 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 three (3) months after first taking up their functions in the United Republic of Tanzania;
 - (f) Every two (2) 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 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.
- 3. Nationals and permanent residents of the United Republic of Tanzania employed by the Office shall enjoy privileges and immunities provided in Sections 15 and 16 of the Diplomatic and Consular Immunities and Privileges Act (Cap 356 R.E 2002) read together with Part III of the fourth schedule of the Act.

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 United Republic of Tanzania.
- 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 United Republic of Tanzania. They also have the duty not to interfere in the internal affairs of the United Republic of Tanzania.
- 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 Country Representative shall take all measures necessary to prevent any abuse of the privileges and immunities granted under this Agreement; to this end, he or she 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 a 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 United Republic of Tanzania.
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 United Republic of Tanzania.
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

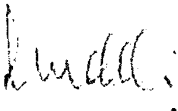
1. This Agreement shall be interpreted in the light of its principal objective, which is to enable the Office to carry out its activities fully and efficiently.
2. Where an allegation is substantiated, the party in breach shall undertake in writing to remedy the breach and notify the other party in writing 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 United Republic of Tanzania, 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 provisions 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 United Republic of Tanzania.
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 Fund respectively have, on behalf of both parties, signed the present Agreement in Dar Es Salaam in two original copies.

Signed: 

For the Government of the United
Republic of Tanzania
Name: Hon. Scif Ali Iddi
Title: Deputy Minister for Foreign
Affairs and International Cooperation

Date: 05.05.08

Signed: 

For the International Fund for Agriculture
Development
Name: Lennart Båge
Title: President

Date: 21.7.08