

**No. 52792\***

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**United Nations (United Nations University)  
and  
Finland**

**Agreement between the United Nations University and the Government of Finland regarding the World Institute for Development Economics Research (with memorandum of understanding). Tokyo, 4 February 1984**

**Entry into force:** *20 June 1984, in accordance with article XV*

**Authentic text:** *English*

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**Note:** *See also annex A, No. 52792.*

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**Organisation des Nations Unies (Université des Nations Unies)  
et  
Finlande**

**Accord entre l'Université des Nations Unies et le Gouvernement de la Finlande relatif à l'Institut mondial pour la recherche sur l'économie du développement (avec mémorandum d'entente). Tokyo, 4 février 1984**

**Entrée en vigueur :** *20 juin 1984, conformément à l'article XV*

**Texte authentique :** *anglais*

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**Note :** *Voir aussi annexe A, No. 52792.*

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[ ENGLISH TEXT - TEXTE ANGLAIS ]

AGREEMENT  
BETWEEN THE UNITED NATIONS UNIVERSITY AND  
THE GOVERNMENT OF FINLAND  
REGARDING  
THE WORLD INSTITUTE FOR DEVELOPMENT ECONOMICS RESEARCH

THE UNITED NATIONS UNIVERSITY and THE GOVERNMENT OF FINLAND,

RECALLING that Finland is a party to the Convention on the Privileges and Immunities of the United Nations;

CONSIDERING that the said Convention is ipso facto applicable to the United Nations University which is an autonomous organ of the United Nations;

BEARING in mind that the University will have its location at the site of each research and training centre or programme established by the University;

NOTING that the Council of the United Nations University decided at its twenty-second session held in Tokyo from 5 to 9 December 1983, to establish the World Institute for Development Economics Research (WIDER) as a research and training centre of the University and to accept the offer of the Government of Finland to host the said Institute in Finland;

CONSIDERING that the World Institute for Development Economics Research (WIDER) will accordingly be covered by the provisions of the said Convention;

DESIRING to ensure by means of a supplemental agreement to the said Convention that the Institute's legal status in Finland, as well as the content of certain privileges and immunities and the measures for their implementation should be regulated;

HAVE agreed as follows:

ARTICLE I

DEFINITIONS

In this Agreement:

- a) "the 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;
- b) "the University" means the United Nations University;
- c) "Government" means the Government of Finland;
- d) "the Institute" means the World Institute for Development Economics Research, also to be known as WIDER, a research and training centre of the University;
- e) "the Rector" means the Rector of the University and, during his absence, any official designated to act on his behalf;
- f) "the Director" means the Director of the Institute or any official designated to act on his behalf, to be notified to the Government by the Director;
- g) "appropriate authorities" means the national, regional or local authorities of Finland, as the context may require, in accordance with the law of Finland;
- h) "premises of the Institute" means land, buildings and parts of buildings normally occupied by the Institute for the fulfilment of its official functions;
- i) "the Board" means the Board of Trustees of the Institute as established under the Statute of the Institute;

- j) "personnel of the Institute" means the Director and professional and administrative personnel of the Institute as specified by the Rector;
- k) "experts" means persons appointed by or for the purpose of the Institute other than personnel coming within the scope sub-paragraph j).

## ARTICLE II

### LEGAL STATUS

The Institute shall have the legal status necessary for the realization of its purposes and activities. It shall, in particular, have the capacity to enter into agreements, contracts and arrangements, to acquire and dispose of immovable and movable property, and institute legal proceedings.

## ARTICLE III

### PURPOSES AND ACTIVITIES

1. The purposes of the Institute shall be:
  - a) to help identify and meet the need for policy-oriented socio-economic research on pressing global and development problems, common domestic problems and their inter-relationships;
  - b) to analyse the problems of the world economy, including structural issues and assist in producing new responses to existing and future problems;
  - c) to encourage research, advanced training and the

dissemination of knowledge and help promote the search for new modes of international economic co-operation and management.

2. Pursuant to the foregoing, the Institute shall:

- a) conduct research and studies;
- b) undertake training of young scholars with a multidisciplinary approach in order to strengthen academic and scientific communities everywhere, particularly in the developing countries;
- c) contribute to the ongoing overall research and training activities of the University;
- d) develop a network by co-ordinating its activities with those of relevant research and training institutions in different parts of the world, particularly in the developing countries;
- e) contribute to the formulation of policy, planning and decision-making concerning the future of the international economic system;
- f) help in efforts to mobilize a global constituency that transcends existing national boundaries or sectional intergovernmental interests;
- g) organize conferences, seminars, workshops and panels;
- h) publish and disseminate research results in order to increase the dynamic interaction in the world-wide community of learning and research;
- i) award fellowships;
- j) do and perform all other acts that may be considered

necessary, suitable and proper for the attainment of any or all of its purposes.

#### ARTICLE IV

##### ACADEMIC FREEDOM

The Institute shall enjoy the academic freedom required for the achievement of its objectives, with particular reference to the choice of subjects and methods of research and training, the selection of persons and institutions to share in its tasks, and freedom of expression.

#### ARTICLE V

##### PREMISES

1. a) The Government shall make available to the Institute premises for its use, with the furnishings and equipment initially necessary, as determined by the Government after consultation with the University.
  - b) The Government shall be responsible for the maintenance of the premises of the Institute and for the prevention and repair of structural damage to such premises. The Institute shall be responsible for the reasonable care of the premises and for meeting the costs of the public utilities and services provided under Article VI.
2. Except as otherwise provided in this Agreement or in the Convention, the law of Finland shall apply within the premises of the Institute. However, the premises of the Institute shall be under the immediate control and authority of the Board which may establish any regulations for the execution of its functions therein.

3. a) The premises of the Institute shall be inviolable. No officer or official of Finland, or other person exercising any public authority within Finland, shall enter the premises of the Institute to perform any official duties therein except with the express consent of, and under conditions approved by the Director, or at his request. The service of legal process, including the seizure of private property, shall not take place within the premises except with the express consent of, and under conditions approved by, the Director.
  - b) The Institute shall not permit its premises to become a refuge from justice for persons who are avoiding arrest or service of legal process or against whom an order of extradition or deportation has been issued by the appropriate authorities.
  - c) Nothing in this Agreement shall prevent the reasonable application by the appropriate authorities of measures for the protection of the premises against fire or other emergency requiring prompt protective action.
4. The Government is under a special duty to take reasonable steps to protect the premises of the Institute against any intrusion or damage and to prevent any disturbance of the peace of the Institute or impairment of its dignity.
5. The University shall be entitled to display its emblem on the premises and means of transport of the Institute.

#### ARTICLE VI

##### PUBLIC SERVICES

1. The Government shall use its best efforts, in consultation with the University, to ensure that the premises of the Institute shall be

supplied with the necessary public utilities and services, including without limitation by reason of this enumeration, electricity, water, sewerage, gas, post, telephone, telegraph, local transportation, drainage, collection of refuse and fire protection, and that such public utilities and services shall be supplied on equitable terms.

2. In case of any interruption or threatened interruption of any such services, the appropriate authorities shall consider the needs of the Institute as being of equal importance with those of essential agencies of the Government and shall take steps accordingly to ensure that the work of the Institute is not prejudiced.

3. The Director shall, upon request, make suitable arrangements to enable the appropriate public service bodies to inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers within the premises of the Institute.

## ARTICLE VII

### COMMUNICATIONS AND PUBLICATIONS

1. a) All official communications directed to the Institute, or to any of its personnel, and all outward official communications of the Institute, by whatever means or in whatever form transmitted, shall be immune from censorship and from any other form of interception or interference with their privacy. However, the Institute may install and use a wireless transmitter only with the consent of the appropriate authorities.
- b) The Institute shall have the right to use codes and to dispatch and receive official correspondence and other official communications by courier or in sealed bags, which shall have the same privileges and immunities as diplomatic couriers and bags.

2. a) The Government recognizes the right of the Institute freely to publish within Finland, in the fulfilment of its purposes.
- b) It is, however, understood that the Institute shall respect the laws and regulations of Finland and the international conventions to which Finland is a party, relating to intellectual property.

#### ARTICLE VIII

##### FREEDOM FROM TAXATION

1. The Institute, its assets, income and other property shall be:
  - a) exempt from all direct taxes; it is understood, however, that the Institute will not claim exemption from taxes which are, in fact, no more than charges for public utility services;
  - b) exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the Institute for its official use. It is understood, however, that articles imported under such exemption will not be sold in Finland except under conditions agreed with the Government;
  - c) exempt from customs duties and prohibitions and restrictions on imports and exports in respect of its publications.
2. While the Institute will not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property which form part of the price to be paid, nevertheless when the Institute is making important purchases for official use of property on which such duties and taxes have been charged or are chargeable, the Government will, whenever possible,

make appropriate administrative arrangements for the remission or return of the amount of duty or tax.

ARTICLE IX

FINANCIAL FACILITIES

Without being restricted by financial controls, regulations or moratoria of any kind, the Institute may:

- a) hold funds, gold or currency of any kind and operate accounts in any currency;
- b) freely transfer its funds, gold or currency to or from Finland or within Finland and convert any currency held by it into any other currency.

ARTICLE X

SOCIAL SECURITY

1. The Institute shall be exempt from all compulsory contributions to, and the personnel of the Institute shall not be required by the Government to participate in, any social security scheme of Finland.

2. The Government shall, under conditions to be agreed upon, make such provision as may be necessary to enable any of the personnel of the Institute who is not afforded social security coverage by the Institute to participate, if the Institute so requests, in any social security scheme of Finland. The Institute shall, in so far as possible, arrange, under conditions to be agreed upon, for the participation in the Finnish social security system of those locally recruited members of its personnel to whom the Institute does not

grant social security protection at least equivalent to that offered under the laws and regulations of Finland.

ARTICLE XI

ACCESS, TRANSIT AND RESIDENCE

1. a) The Government shall take all necessary measures to facilitate the entry into, sojourn in and transit through Finnish territory of the persons listed below and their spouses and relatives dependent on them for the purposes of official business of such persons related to the Institute:
  - i) members of the Board;
  - ii) the Director, personnel and experts of the Institute;
  - iii) fellows and trainees of the Institute;
  - iv) members of the Council of the University and the Rector and other personnel of the University;
  - v) officials of the United Nations, or of one of the specialized agencies or of the International Atomic Energy Agency, having official business with the Institute;
  - vi) personnel of the research and training centres and programmes and associated institutions of the University, and persons participating in the programmes of the University;
  - vii) other persons invited by the Institute on official business.

b) The Institute shall notify the Government as far as possible in advance of the names of such persons and of their spouses and relatives dependent on them, together with other relevant data regarding them. The facilities provided for in this paragraph include granting of visas without charge and as promptly as possible, and access to other institutes of learning and libraries, where required for persons referred to in this paragraph.

2. No act performed by any person referred to in paragraph 1 in his official capacity with respect to the Institute shall constitute a reason for preventing his entry into or departure from the territory of Finland or for requiring him to leave such territory.

3. This article shall not prevent the requirement of reasonable evidence to establish that persons claiming the treatment provided for in this article come within the classes described in paragraph 1.

## ARTICLE XII

### IDENTIFICATION

1. The Director shall from time to time send to the Government a list of the members of the Board, personnel and experts of the Institute and without delay inform the Government of any changes or additions to the list.

2. The Government shall issue to all personnel, on notification of their appointment, a card bearing the photograph of the holder and identifying him as one of the personnel of the Institute. This card shall be accepted by the appropriate authorities as evidence of identity and appointment.

ARTICLE XIII

MEMBERS OF THE BOARD, PERSONNEL AND EXPERTS

1. Members of the Board at meetings convened by the Institute shall, while exercising their functions and during their journeys to and from the place of meeting, enjoy such privileges and immunities as are provided for mutatis mutandis by Article IV of the Convention with respect to representatives of members, subject to the terms specified in that article.

2. a) All personnel of the Institute irrespective of nationality, shall be accorded the following privileges and immunities in Finland:

i) immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity;

ii) exemption from taxation on the salaries and emoluments paid to them by the Institute.

b) In addition, personnel who are not of Finnish nationality shall:

i) be immune from national service obligations;

ii) be immune, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration;

iii) be accorded the same privileges in respect of exchange facilities as are accorded to officials of comparable rank forming part of diplomatic missions in Finland;

- iv) be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys;
- v) have the right to import free of duty their furniture and effects at the time of first taking up their post;
- vi) be accorded the same right to import free of duty and other taxes a motor vehicle, as is accorded to officials of comparable rank forming part of diplomatic missions in Finland.

3. In addition to the privileges and immunities specified in paragraph 2, the Director, if he is not a national of Finland, shall be accorded in respect of himself, his spouse and minor children, the privileges and immunities, exemptions and facilities accorded to diplomatic envoys in accordance with international law.

4. Experts at the Institute shall enjoy such privileges and immunities as are provided for mutatis mutandis by Article VI of the Convention with respect to experts on mission for the United Nations, subject to the terms specified in that article.

5. Privileges and immunities are granted by this Agreement in the interests of the Institute and not for the personal benefit of the individuals themselves. The Director on behalf of the Rector shall have the right and the duty to waive the immunity of any individual in any case where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the Institute. In the case of the Director, the Rector shall have a similar right and duty.

ARTICLE XIV

SETTLEMENT OF DISPUTES

1. The University shall make provisions for appropriate modes of settlement of:

- a) disputes arising out of contracts or other disputes of a private law character to which the Institute is a party;
- b) disputes involving any of the personnel of the Institute who by reason of his official position enjoys immunity, if immunity has not been waived in accordance with Article XIII, paragraph 5.

2. Any dispute between the University and the Government concerning the interpretation or application of this Agreement or of any supplemental agreement, or any question affecting the premises of the Institute or the relationship between the University and the Government, which is not settled by negotiation or other agreed mode of settlement, shall be referred for final decision to a tribunal of three arbitrators: one to be appointed by the Minister for Foreign Affairs of Finland, one to be appointed by the Rector, and the third, who shall be chairman of the tribunal, to be appointed by the first two arbitrators. Should the first two arbitrators fail to agree upon the third within six months following the appointment of the first two arbitrators, such third arbitrator shall be appointed by the President of the International Court of Justice at the request of the University or the Government.

ARTICLE XV

GENERAL PROVISIONS

1. Without prejudice to the privileges and immunities accorded by this Agreement, it is the duty of the University and the Institute and of all persons enjoying such privileges and immunities to observe the laws and regulations of Finland. They also have a duty not to interfere in the internal affairs of Finland.

2. a) The Director shall take every precaution to ensure that no abuse of a privilege or immunity conferred by this Agreement shall occur, and for this purpose shall establish such rules and regulations as may be deemed necessary and expedient, for the personnel of the Institute and for such other persons as may be appropriate.

b) Should the Government consider that an abuse of a privilege or immunity conferred by this Agreement has occurred, the Director shall, upon request, consult with the appropriate authorities to determine whether any such abuse has occurred. If such consultations fail to achieve a result satisfactory to the Government and to the Director, the matter shall be determined in accordance with the procedure set out in Article XIV, paragraph 2.

3. This Agreement shall apply to any person within its scope irrespective of whether the Government maintains or does not maintain diplomatic relations with the State to which such person belongs, and irrespective of whether the State to which such person belongs grants a similar privilege or immunity to diplomatic envoys or nationals of Finland.

4. The provisions of this Agreement shall be complementary to the provisions of the Convention. In so far as any provision of this Agreement and any provision of the Convention relate to the same subject matter, the two provisions shall, wherever possible, be treated as complementary so that both provisions shall be applicable and neither shall narrow the effect of the other.

5. This Agreement shall be construed in the light of its primary purpose of enabling the Institute to discharge fully and efficiently its functions.

6. Consultations with respect to the modification of this Agreement shall be entered into at the request of the University or the Government. Any such modification shall be made by mutual consent.

7. The University and the Government may enter into such supplemental agreements as may be necessary.

8. This Agreement shall cease to be in force:

a) by mutual consent of the University and the Government; or

b) if the Institute is removed from the territory of Finland, except for such provisions as may be applicable in connection with the orderly termination of the operations of the Institute in Finland and the disposal of its property therein.

9. This Agreement shall be approved by the Parties in accordance with their respective procedures. It shall enter into force on an agreed date when the Parties have notified each other that the procedures necessary to this end have been completed.

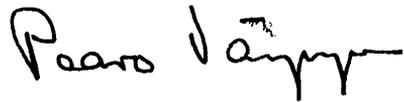
IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement.

DONE at Tokyo, in duplicate, in the English language, on this fourth day of February 1984.

For the United Nations University



For the Government of Finland



MEMORANDUM OF UNDERSTANDING

THE UNITED NATIONS UNIVERSITY and THE GOVERNMENT OF FINLAND,

DESIRING to give effect to the establishment and location of the World Institute for Development Economics Research (WIDER) (hereinafter referred to as "the Institute");

HAVE reached this understanding concerning the voluntary contribution of the Government of Finland towards the realization of the purposes and activities of the Institute and the application of certain provisions in the Agreement between the United Nations University and the Government of Finland regarding the World Institute for Development Economics Research (hereinafter referred to as "the Host Country Agreement") done at Tokyo on 4 February 1984:

1. Contribution by Finland

a) The Government of Finland shall contribute 25 million US dollars to the Endowment Fund of the United Nations University.

The contribution will be paid to and held in a special account in a bank located in Finland. The contribution will be paid in six instalments as follows:

6 million US dollars in 1984  
5 million US dollars in 1985  
4 million US dollars in 1986  
4 million US dollars in 1987  
3 million US dollars in 1988  
3 million US dollars in 1989

Income derived from the investment of the contribution shall be available for the financing of the Institute. In case the Institute ceases to operate in Finland the use of the Finnish contribution paid to the Endowment Fund will be determined jointly by the United Nations University and the Government of Finland.

b) The Government of Finland shall also make available funds to cover operational costs of the Institute during the first three years from its establishment. The total amount of such funds will be paid in three instalments as follows:

5 million Finnish marks in 1984  
6 million Finnish marks in 1985  
6 million Finnish marks in 1986

Included in the operational costs are also costs for scholarships, fellowships and other linkage activities. The annual amount of such costs shall, however, not exceed one million Finnish marks in 1984-1986. The linkage activities financed through the Finnish contribution should be directed to assist scholars and students from developing countries participating in the research and training activities of the Institute.

c) During the period 1984-1986, the Government of Finland will further make available 12 million Finnish marks for the financing of specific programmes as will be agreed between the Government of Finland and the Institute. In this connection the Government of Finland expresses the wish that Finnish scholars could participate in such programmes.

d) It is understood that the Finnish contribution is subject to approval by the Parliament of Finland.

2. Host Country Agreement

a) In relation to Article V of the Host Country Agreement it is understood that upon the establishment of the Institute the Government of Finland shall make available temporary premises for the Institute.

Not later than three years after the Institute has commenced its activities in Finland the United Nations University and the Government of Finland shall agree on the permanent location of the Institute. Thereafter, the Government of Finland shall make available premises to be used as such permanent location.

To this effect the Government of Finland offers the Institute an indicative choice of alternative locations such as Keilaniemi in Espoo or Rajasaari in Helsinki or any other location of equivalent standard to be agreed upon between the Government of Finland and the Institute.

The Government of Finland shall make available a residence for the Director of the Institute.

It is further understood that the Government of Finland will be responsible for the major maintenance costs of the temporary as well as permanent premises of the Institute in accordance with the annex to this Memorandum.

b) In relation to Article X of the Host Country Agreement it is understood that the Institute will provide social security coverage in accordance with the Finnish legislation on social security from competent institutions for any member of the personnel of the Institute not covered by the social security scheme of the Institute.

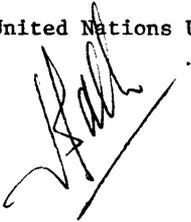
c) In relation to Article XI of the Host Country Agreement it is understood that the term "relatives dependent on them" shall be read to mean persons forming part of the respective households of the persons listed in paragraph 1.a) of that Article.

3. Other Questions

A Working Group consisting of the representatives of the United Nations University and the Government of Finland shall be set up to facilitate the establishment of the Institute and will commence its work not later than 31 March 1984.

Done at Tokyo, in duplicate, in the English language, on this fourth day of February 1984.

For the United Nations University



For the Government of Finland



**Major Maintenance**

The following will be considered as major maintenance:

Architectural maintenance

- external paint work;
- roofing, gutters and rain-water disposal;
- cleaning of facade-construction;
- foundations;
- floor construction (excluding floor finishing);
- wall construction (excluding wall finishing);
- roof construction.

Installation maintenance

- central heating (kettle, pipes, radiators; excluding paint work);
- electricity (central unit, wiring; excluding armatures);
- sewerage (outside the building);
- elevator (cabin, machine-room; excluding paint work).