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**United Nations (United Nations Children's Fund)
and
Hungary**

**Agreement between the Government of Hungary and the United Nations Children's Fund
about the establishment of the United Nations Children's Fund Global Shared Services
Center. New York, 15 June 2015**

Entry into force: *15 August 2015, in accordance with article XVII*

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**Organisation des Nations Unies (Fonds des Nations Unies pour
l'enfance)
et
Hongrie**

**Accord entre le Gouvernement hongrois et le Fonds des Nations Unies pour l'enfance relatif
à l'établissement d'un Centre mondial de services partagés du Fonds des Nations Unies
pour l'enfance. New York, 15 juin 2015**

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[ENGLISH TEXT – TEXTE ANGLAIS]

**Agreement between the Government of Hungary
and the United Nations Children’s Fund
about the establishment of
the United Nations Children’s Fund Global Shared Services Center**

WHEREAS the United Nations Children’s Fund was established by the United Nations General Assembly on 11 November 1946;

WHEREAS the United Nations Children’s Fund’s status, privileges and immunities are governed by the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946;

WHEREAS the United Nations Children’s Fund has decided to outpost a number of administrative and operational support functions to a UNICEF Global Shared Services Center to be located in Budapest, Hungary;

WHEREAS the Government of Hungary welcomes the establishment of the UNICEF Global Shared Services Center in Hungary;

WHEREAS the Government of Hungary and the United Nations Children’s Fund wish to establish the terms and conditions under which the UNICEF Global Shared Services Center, within its mandates, shall operate in Hungary;

NOW THEREFORE, the Government of Hungary and the United Nations Children’s Fund, in the spirit of friendly co-operation, have entered into this Agreement:

**Article I
Definitions**

For the purpose of the present Agreement the following definitions shall apply:

- a) “UNICEF” shall mean the United Nations Children’s Fund;
- b) “Country” shall mean Hungary;
- c) “Government” shall mean the Government of Hungary;
- d) “Parties” shall mean UNICEF and the Government;
- e) “Convention” shall mean the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946;

- f) “Center” shall mean the UNICEF Global Shared Services Center located in the Country;
- g) “Center premises” means a building or part of a building occupied permanently or temporarily by the Center, and includes any land, buildings or platforms that may from time to time be included, in accordance with this Agreement or supplementary Agreements concluded between the Parties. For the avoidance of doubt, the Parties confirm that any other premises in the Country which may be used for meetings, seminars, training courses, symposiums, workshops and similar activities organized by UNICEF in connection with the activities of the Center shall be temporarily regarded as being within the meaning of the “Center premises” for the duration of such meetings, seminars, training courses, symposiums, workshops and similar activities; provided however that the provisions of Article III, paragraph (2) shall not apply to such other premises in the Country referred to in this sentence.
- h) “UNICEF archives” and “the archives of UNICEF” include but are not limited to all records in whatever form, including without limitation by reason of this enumeration correspondence, documents, manuscripts, computer records and all other electronic records, still and motion pictures, film and sound recordings, belonging to or held by UNICEF;
- i) “Head of Center” shall mean the Manager of the Center, and during his/her absence from duty, the Deputy Manager, or any official designated by him/her to act on his/her behalf;
- j) “UNICEF officials” shall mean all members of the staff of UNICEF employed under the Staff Regulations and Rules of the United Nations, regardless of nationality, with the exception of persons who are recruited locally and assigned to hourly rates as provided in General Assembly resolution 76 (I) of 7 December 1946;
- k) “Experts on mission” shall mean individuals, other than UNICEF officials, performing missions for UNICEF;
- l) “UNICEF personnel” shall mean UNICEF officials, experts on mission, and other personnel of UNICEF who are invited to the Center by UNICEF on official business, and persons who are both recruited locally and assigned to hourly rates as provided in General Assembly resolution 76 (I) of 7 December 1946.

Article II
Co-operation between the Government and UNICEF

1. The Government assures UNICEF that the Center, as well as the UNICEF personnel assigned to it and all other UNICEF personnel, will enjoy treatment not less favourable than that accorded by the Government to any other intergovernmental or international organizations or other United Nations agencies, funds or programmes present in the Country and their respective personnel.
2. The Government, in agreement with UNICEF, shall take any measure which may be necessary to exempt UNICEF personnel from regulations or other legal provisions which may interfere with operations and projects carried out under this Agreement or any supplementary Agreement concluded between the Parties, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of the work of the Center.

Article III
The Center and Government Contribution

1. The Government welcomes that UNICEF establishes and maintains the Center in the Country for providing such administrative and operational support services as are assigned by UNICEF.
2. The Government shall provide to UNICEF:
 - a) Free of charge, for a period of at least fifteen (15) years from the entry into force of this Agreement and for such further period as may be agreed between the Parties and approved through the required procedures of each Party, appropriate and adequate office premises for the Center and its installations, together with office furniture and other facilities which the Parties agree are suitable for the operations of the Center, all as indicated in a supplementary Agreement concluded between the Parties;
 - b) To the extent requested by the Head of Center, the supply of public services necessary for performing the work of the Center, including, without limitation by reason of this enumeration, electricity, water, sewerage, fire protection, collecting refuse and gas, as indicated in a supplementary Agreement concluded between the Parties.
3. The Government shall ensure the security and protection of the Center premises and exercise due diligence to ensure that the tranquility of the Center premises is not

disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity. If so requested by the Head of Center, the competent authorities shall provide adequate police force necessary for the preservation of law and order in the Center premises or in its immediate vicinity, and for the removal of persons therefrom.

4. The Government shall take such effective and adequate action which may be required to ensure the appropriate security, safety and protection of persons referred to in this Agreement, indispensable for the proper functioning of the Center free from interference of any kind.
5. In case of incidents or events resulting in a complete or partial disruption of the Center's telecommunications or the utilities services mentioned above, the Center shall, for the performance of its functions, be accorded the same priority given to essential governmental agencies and organs.

Article IV UNICEF Personnel

UNICEF may assign to the Center such UNICEF officials or other UNICEF personnel as it deems necessary for carrying out the particular functions assigned to the Center.

Article V Privileges and Immunities

1. The Government shall apply to UNICEF, its property, funds and assets, and to UNICEF personnel, the relevant provisions of the Convention to which the Government became a party on 30 July 1956. The Government also agrees to grant to UNICEF and UNICEF personnel such additional privileges and immunities as may be necessary for carrying out the particular functions assigned to the Center.
2. Without prejudice to paragraph (1) of this Article, the Government shall in particular extend to UNICEF and its personnel the privileges, immunities, rights and facilities provided in articles VI to VIII of this Agreement.
3. Persons other than UNICEF officials, who are members of UNICEF missions, or who are invited to a UNICEF office by UNICEF on official business, shall be accorded the privileges and immunities specified in Article VIII below, except those specified in paragraphs (h), (j), (m), and (n) of paragraph (2) of that Article.

Article VI
Property, Funds and Assets

1. UNICEF, its property, funds and assets, wherever located and by whomsoever held, shall be immune from every form of legal process, except insofar as in any particular case it has expressly waived its immunity; it being understood that this waiver shall not extend to any measure of execution.
2. The Government recognizes the inviolability of the Center, which shall be under the control and authority of UNICEF, as provided in this Agreement.
3. No officer or official of the Government, whether administrative, judicial, military or police or other person exercising any public authority within the Country, shall enter the Center to perform any official duties therein except with the consent of, and under conditions agreed to by, the Head of Center.
4. The property, funds and assets of UNICEF, 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.
5. The archives of UNICEF, and in general all documents belonging to or held by it, shall be inviolable wherever located.
6. The funds, assets, income and other property of UNICEF shall be exempt from:
 - a) any form of direct taxation; it being understood, however, that UNICEF will not claim exemption from taxes which are, in fact, no more than charges for public utility services;
 - b) customs duties and prohibitions and restrictions on articles imported or exported by UNICEF for its official use, provided that articles imported under such exemption will not be alienated in the Country except under conditions agreed upon with the Government;
 - c) customs duties and prohibitions and restrictions in respect of the import and export of its publications, still and moving pictures, videos and films and sound recordings.
7. UNICEF shall be exempt from levies and duties on operations and transactions, and from excise duties, sales charges, and other indirect taxes when it is making purchases for official use by UNICEF of property on which such duties or taxes are normally

chargeable. Exemption from value added tax and excise duty concerning acquisition of goods and services in the Country made by UNICEF is provided by means of tax refund, under terms and conditions foreseen for the diplomatic missions and their members.

8. Without being subject to any financial controls, regulations or moratoria of any kind, UNICEF:
 - a) may acquire from authorised commercial agencies, hold and use any amount of funds, gold or currency of any kind and maintain foreign currency accounts in any currency;
 - b) shall be free to transfer its funds, securities, gold or currency from one country to another or within the Country and to convert any currency held by it into any other currency.

Article VII Communication Facilities

1. UNICEF shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any other Government including its diplomatic missions or to other intergovernmental, international organizations in the matter of priorities, tariffs and charges on mail, cablegrams, telephotos, telephone, telegraph, telex and all other communications including electronic forms of communications.
2. The Government shall secure the inviolability of the official communications and correspondence to and from UNICEF and shall not apply any censorship to such communications and correspondence. Such inviolability, without limitation by reason of this enumeration, shall extend to publications, still and moving pictures, videos and films and sound recordings, regardless of their size and number.
3. UNICEF shall have the right to use codes and to dispatch and receive correspondence and other official materials by courier or in sealed bags which shall have the same privileges and immunities as diplomatic couriers and bags.
4. UNICEF shall have the right to import and operate effectively, and free of license fees, radio telecommunications and satellite facilities, on UN registered frequencies, and those allocated by the Government, between its personnel, within and outside the Country.

Article VIII
UNICEF Officials

1. The Head of Center and other senior officials – as determined and communicated by UNICEF to the Government – assigned to the Center, shall enjoy while in the Country, in respect of themselves, their spouses and dependent relatives, the privileges and immunities, exemptions and facilities normally accorded to diplomatic envoys. For this purpose the Ministry of Foreign Affairs and Trade shall include their names in the Diplomatic List.

2. UNICEF officials, while in the Country, shall enjoy the following facilities, exemptions, privileges and immunities:
 - a) Immunity from personal arrest and detention;

 - b) Immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity, such immunity shall continue even after termination of employment with UNICEF;

 - c) Immunity from inspection and seizure of their official baggage and immunity from seizure of their personal baggage;

 - d) Immunity from any military service obligations or any other obligatory service;

 - e) Exemption, with respect to themselves, their spouses and dependent relatives, from immigration restrictions and alien registration;

 - f) Exemption from any form of taxation on salaries and emoluments and all other remuneration paid to them by UNICEF;

 - g) Exemption from any form of direct taxation on income derived by them from sources outside the Country;

 - h) Exemption from the value added tax and excise duty included in the price of all articles and services acquired by the Head of Center and those acquired by all other UNICEF officials assigned to the Center in the Hungarian market, such exemption to be implemented by way of refunds from the tax authorities according to the processes established for the reimbursement of the value added tax and excise duty to diplomatic missions and their members;

- i) Prompt clearance and issuance, without cost, of visas, licenses or permits, if required and free movement within, to or from the Country to the extent necessary for the carrying out of their official functions;
 - j) Access while in the Country, for their spouses whose status has been recognized by the United Nations and dependent relatives forming part of their household, to the labour market without requiring a work permit;
 - k) Freedom to hold or maintain within the Country, foreign exchange, foreign currency accounts, movable and immovable property and the right upon termination of employment with UNICEF to take out of the Country their funds for the lawful possession of which they can show good cause;
 - l) The same protection and repatriation facilities with respect to themselves, their spouses whose status has been recognized by the United Nations and dependent relatives, as are accorded in time of international crisis to diplomatic envoys;
 - m) The right to import for personal use and free of duty:
 - i) furniture and personal effects in one or more separate shipments upon arrival in the Country and additions to the same thereafter, including motor vehicles, according to the processes established for diplomatic representatives accredited in the Country and/or resident members of international organizations;
 - ii) articles for personal use or consumption and not for gift or sale;
 - n) The right to employ private servants in accordance with the terms and conditions foreseen for members of diplomatic missions in force in the Country.
3. UNICEF officials who are nationals of or permanent residents in the Country shall enjoy only those privileges and immunities provided for in the Convention.

Article IX

Locally recruited personnel assigned to hourly rates

1. Persons recruited locally and assigned to hourly rates to perform services for UNICEF shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity.

2. The terms and conditions of employment for the persons referred to in paragraph (1) of this Article IX shall be in accordance with the relevant United Nations resolutions, Regulations and Rules and those of UNICEF.

Article X
Social Security and Pension

1. Because of the social security scheme established by or conducted under the authority of the United Nations, UNICEF, officials of UNICEF and other UNICEF personnel (if any) to whom the above-mentioned scheme applies shall be exempt from mandatory coverage and all compulsory contribution payments to the social security system of the Country.
2. Pensions paid from the United Nations Joint Staff Pension Fund, whether by lump sum or by periodic payments, and whether to beneficiaries or surviving spouses or other beneficiaries, shall be exempt from taxes in the Country. In accordance with the Convention, withdrawal benefits (i.e., payments other than the payments referred to in the preceding sentence) paid by the United Nations Joint Staff Pension Fund upon withdrawal from the United Nations Joint Staff Pension Fund shall be exempt from taxes in the Country when, upon receipt, such withdrawal benefits are transferred to any of the following Hungarian pension accounts of the person withdrawing from the United Nations Joint Staff Pension Fund: Voluntary Mutual Pension Fund, or Occupational Retirement Institution as supplementary payment, or to an Individual Retirement Account or a pension insurance contract.
3. The provisions of paragraph (1) above shall apply, *mutatis mutandis*, to the spouses whose status has been recognized by the United Nations and dependent relatives forming part of the households of persons referred to in paragraph (1) above, unless they are employed or self-employed in the Country or receive social security benefits from the Country.

Article XI
Experts on mission

Experts on mission shall be accorded such privileges and immunities as are necessary for the independent exercise of their functions during the period of their missions, including the time spent on journeys in connection with their missions. In particular they shall be accorded:

- a) Immunity from personal arrest or detention and from seizure of their personal baggage;

- b) Immunity from legal process of every kind in respect of words spoken or written and acts done by them in the course of the performance of their mission. This immunity shall continue to be accorded notwithstanding that they are no longer employed on missions for UNICEF;
- c) Inviolability for all papers and documents;
- d) For the purpose of their official communications, including any electronic forms of communications, the right to use codes and to receive papers or correspondence by courier or in sealed bags;
- e) The same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;
- f) The same immunities and facilities in respect of their personal baggage as are accorded to diplomatic envoys.

Article XII
Notification

- 1. UNICEF shall notify the Ministry of Foreign Affairs and Trade of the names of UNICEF officials, and of any change in the status of such individuals.
- 2. UNICEF officials shall be provided with a temporary certificate or a special identity card by the Government certifying their status under this Agreement.

Article XIII
Waiver of Immunity

- 1. Privileges and immunities are granted to UNICEF personnel in the interests of the United Nations and UNICEF and not for the personal benefit of the individuals concerned. The Secretary-General of the United Nations shall have the right and the duty to waive the immunity of any UNICEF personnel 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 United Nations and UNICEF.
- 2. UNICEF shall cooperate at all times with the appropriate Hungarian authorities to facilitate the proper administration of justice, to secure the observance of police regulations and to prevent the occurrence of any abuses in connection with the privileges, immunities and facilities accorded by this Agreement.

**Article XIV
Laissez-Passer**

1. The Government shall recognize and accept the United Nations laissez-passers issued to UNICEF officials, as a valid travel document equivalent to a passport. Applications for visas (if required) from the holders of United Nations laissez-passers shall be dealt with as speedily as possible.
2. The Government shall take all necessary measures to facilitate the entry into, sojourn in and departure from the Country, of other persons invited to the Center on official business, irrespective of their nationalities.

**Article XV
Supplementary Agreements**

The Government and UNICEF may enter into one or more supplementary Agreements for the implementation of this Agreement as may be found desirable. The supplementary Agreements may be amended as necessary and agreed by the Government and UNICEF.

**Article XVI
Settlement of Disputes**

Any dispute between the Government and UNICEF arising out of or relating to this Agreement or any supplementary Agreement shall be settled amicably by negotiation or other agreed mode of settlement, failing which such dispute 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 chairperson. If within thirty 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. All decisions of the arbitrators shall require a vote of two of them. The procedure of 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 XVII
Final Provisions**

1. The Parties hereto shall notify each other that their respective internal procedures required for the entry into force of this Agreement have been complied with. This Agreement shall enter into force fifteen (15) calendar days after the receipt of the last

notification and remains in force for fifteen (15) years. After fifteen (15) years this Agreement shall continue to be in force for further successive periods of ten (10) years each unless terminated under paragraph (4) of this Article.

2. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties in keeping with the relevant resolutions and decisions of the appropriate organs of the United Nations. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph.
3. Consultations with a view to amending this Agreement may be held at the request of the Government or UNICEF. Amendments shall be made by joint written agreement and will enter into force according to paragraph (1) of this Article.
4. This Agreement and any supplementary Agreements concluded between the Government and UNICEF pursuant to this Agreement shall cease to be in force two (2) years after either of the Parties gives notice in writing to the other of its decision to terminate this Agreement, except as for such provisions as may be applicable in connection with the orderly termination of the operations of UNICEF at its Center and the disposition of the property therein. In the event of a decision to terminate the Agreement, the Parties shall engage in consultations regarding the appropriate steps to be taken by each Party to facilitate the orderly termination of the operations of the Center.

IN WITNESS WHEREOF the Government and UNICEF have signed this Agreement, in duplicate, in the Hungarian and English languages, both texts being equally authentic. In case of any discrepancy between the texts, the English text shall prevail.

Done at New York, on 15 June 2015

On behalf of the Government of Hungary

On behalf of the United Nations Children's Fund



Dr. István Mikola
Minister of State



Anthony Lake
Executive Director