

No. 30879

**UNITED NATIONS
(FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS)
and
ITALY**

**Agreement regarding the Headquarters for the World Food
Programme. Signed at Rome on 15 March 1991**

Authentic texts: English and Italian.

Registered ex officio on 31 March 1994.

**ORGANISATION DES NATIONS UNIES
(ORGANISATION DES NATIONS UNIES
POUR L'ALIMENTATION ET L'AGRICULTURE)
et
ITALIE**

**Accord relatif au siège du Programme alimentaire mondial.
Signé à Rome le 15 mars 1991**

Textes authentiques : anglais et italien.

Enregistré d'office le 31 mars 1994.

AGREEMENT¹ BETWEEN THE UNITED NATIONS AND THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS ON THE ONE PART AND THE GOVERNMENT OF THE ITALIAN REPUBLIC ON THE OTHER PART REGARDING THE HEADQUARTERS FOR THE WORLD FOOD PROGRAMME

The United Nations (UN), the Food and Agriculture Organization of the United Nations (FAO) and the Government of the Italian Republic,

Recalling resolutions 1714 (XVI),² 2095 (XX),³ 3348 (XXIX)⁴ and 3404 (XXX)⁵ of the General Assembly of the United Nations and resolutions No. 1/61, 4/65 and 22/75 of the Conference of the Food and Agriculture Organization of the United Nations regarding the establishment and operation of the UN/FAO World Food Programme (WFP),

Recalling further, that the WFP pursuant to the relevant decisions of the United Nations and of the Food and Agriculture Organization of the United Nations is presently located at FAO Headquarters in Rome,

Recognizing the humanitarian character of WFP's activities and its important role in fighting hunger and poverty in the world,

Noting the expressed intention of the Government of the Italian Republic to provide WFP with the necessary facilities to carry out its functions including, *inter alia*, suitable premises of its own,

Recalling also the Convention on the Privileges and Immunities of the United Nations approved by the General Assembly of the United Nations on 13 February 1946⁶ and the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on 21 November 1947,⁷ which are both applicable to the UN/FAO World Food Programme and to which Italy is Party,

Desiring to supplement the provisions of the above Conventions with a view to regulating the relations between WFP and the Government of the Italian Republic with respect to the WFP Headquarters,

Have agreed as follows:

¹ Came into force on 31 March 1994, upon notification by all the Parties that their respective internal requirements had been complied with, in accordance with section 46(a).

² United Nations, *Official Records of the General Assembly, Sixteenth Session, Supplement No. 17 (A/5100)*, p. 20.

³ *Ibid.*, *Twentieth Session, Supplement No. 14 (A/6014)*, p. 32.

⁴ *Ibid.*, *Twenty-ninth Session, Supplement No. 31 (A/9631)*, p. 75.

⁵ *Ibid.*, *Thirtieth Session, Supplement No. 34 (A/10034)*, p. 48.

⁶ United Nations, *Treaty Series*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).

⁷ *Ibid.*, vol. 33, p. 261. For the final and revised texts of annexes published subsequently, see vol. 71, p. 318; vol. 79, p. 326; vol. 117, p. 386; vol. 275, p. 298; vol. 314, p. 308, vol. 323, p. 364; vol. 327, p. 326; vol. 371, p. 266; vol. 423, p. 284; vol. 559, p. 348; vol. 645, p. 340; vol. 1057, p. 320; vol. 1060, p. 337, and vol. 1482, p. 244.

ARTICLE I

Definitions

Section 1

In this Agreement:

- (a) "WFP" means the World Food Programme, established by resolutions of the General Assembly of the United Nations and the Conference of the Food and Agriculture Organization of the United Nations;
- (b) "Government" means the Government of the Italian Republic;
- (c) "Executive Director" means the Executive Director of WFP and, during his absence from duty, any official designated by him to act on his behalf;
- (d) The expression "appropriate Italian authorities" means such national or other authorities in the Italian Republic as may be appropriate in the context and in accordance with the laws and customs applicable in the Italian Republic;
- (e) The expression "headquarters" means:
 - (i) any land or building, or part thereof, placed at the disposal of WFP by the Government or leased by or on behalf of WFP in the Italian Republic for the purpose of establishing its headquarters;
 - (ii) with the concurrence of the Government, and for the duration of such use, any other land or building or part thereof in the Italian Republic which is temporarily used for meetings convened by WFP;
- (f) The expression "property of WFP" means all property, including funds, income and other assets, belonging to WFP or held or administered by WFP in furtherance of its constitutional functions;
- (g) The expression "archives of WFP" includes records, correspondence, documents, manuscripts, computer records, still and motion pictures, films, and sound recordings, belonging to or held by WFP in furtherance of its constitutional functions; and
- (h) The expression "officials of WFP" includes the Executive Director and all members of the staff of WFP appointed by him or on his behalf.

Section 2

Unless the context otherwise requires, reference to this Agreement shall be deemed to include any supplemental agreement concluded pursuant to Section 36.

ARTICLE II

The Headquarters

Section 3

The Government shall provide or cause to be provided to WFP, as long as its headquarters are in Rome, suitable premises and facilities required for its functioning. Such premises shall be provided free of charge, excepting those expenses specified in sub-sections (c) and (d)(ii) below. In implementation of this Section:

- (a) pending the provision of suitable premises by the Government, the latter shall assist WFP in renting premises and, in particular, shall reimburse to WFP all rent paid for such premises;
- (b) when suitable premises have been placed at the disposal of WFP by the Government, the latter shall pay the expenses of supplying furniture and equipment, including that required for internal communication and, if necessary, for simultaneous interpretation, as well as for the installation of telecommunication facilities and public utilities, and for the modification and remodeling of the premises. All property and equipment thus furnished shall remain the property of the Government. WFP shall participate in all decisions concerning the remodeling, furnishing and equipping of these premises;
- (c) WFP shall secure insurance to cover liability towards third parties in relation to the headquarters;
- (d) in the event that state-owned premises are provided to WFP by the Government, a supplemental agreement shall be entered into under Section 36 specifying the terms and conditions under which those premises shall be made available and be maintained. Any such agreement shall, *inter alia*, provide for the following:
 - (i) that the Government shall be responsible for all major repairs of a non-recurring nature and for measures required in order to comply with Italian legislative or administrative provisions; and
 - (ii) that WFP shall be responsible for the routine maintenance of the premises, and for all communication and public utility services;
- (e) WFP and the Government shall review the adequacy of the premises and facilities provided to WFP in the light of the requirements of WFP, at times considered appropriate by both WFP and the Government.

ARTICLE III

Inviolability of the Headquarters

Section 4

- (a) The headquarters shall be inviolable. No officer or official of the Italian Republic, or other person exercising any public authority within the Italian Republic, shall enter the headquarters to perform any duties therein except with the consent of, and under conditions approved by,

the Executive Director. The Executive Director's consent to such entry shall be presumed in the event of fire or other analogous emergency requiring urgent action. Any person who has entered the headquarters with the presumed consent of the Executive Director, shall, if so requested by the Executive Director, leave the headquarters immediately. The service of legal process, including the seizure of private property, may take place within the headquarters only with the consent of, and under conditions approved by, the Executive Director.

- (b) The headquarters of WFP shall be under the control and authority of WFP, which shall have the power to make headquarters regulations applicable within the premises for the full and independent performance of its functions.
- (c) Without prejudice to Article X, WFP shall prevent the headquarters from being used as a refuge by persons who are avoiding arrest under any law of the Italian Republic, who are required by the Government for extradition to another country, or who are endeavouring to avoid service of legal process.
- (d) The headquarters shall not be used in any manner incompatible with the functions of WFP.

ARTICLE IV

Protection of the Headquarters

Section 5

- (a) The appropriate Italian authorities shall exercise due diligence to ensure that the security and tranquillity of the headquarters are not impaired by any person or group of persons attempting unauthorized entry into, or creating a disturbance in the vicinity of, the headquarters. The appropriate Italian authorities shall provide in the vicinity of the headquarters such police protection as is required for these purposes.
- (b) If so requested by the Executive Director the appropriate Italian authorities shall provide such number of police as may be considered necessary for the preservation of order in the headquarters.

Section 6

The appropriate Italian authorities shall take all reasonable steps to ensure that the proper functioning of the headquarters is not prejudiced.

ARTICLE V

Public Services at the Headquarters

Section 7

- (a) The appropriate Italian authorities shall exercise, upon request by the Executive Director, their respective powers to ensure as far as possible that the headquarters shall be supplied with the necessary public services, including electricity, water, sewerage, gas, post, telephone, telegraph, local transportation, drainage, collection of refuse and fire-protection, and that such