

No. 39373

**United Nations
and
United Republic of Tanzania**

Agreement between the United Nations and the Government of the United Republic of Tanzania concerning the activities of the United Nations Organization Mission in the Democratic Republic of the Congo in Tanzania. New York, 19 May 2003

Entry into force: *19 May 2003 by signature, in accordance with article VI*

Authentic text: *English*

Registration with the Secretariat of the United Nations: *ex officio, 19 May 2003*

**Organisation des Nations Unies
et
République-Unie de Tanzanie**

Accord entre l'Organisation des Nations Unies et le Gouvernement de la République-Unie de Tanzanie concernant les activités en Tanzanie de la Mission de l'Organisation des Nations Unies en République démocratique du Congo. New York, 19 mai 2003

Entrée en vigueur : *19 mai 2003 par signature, conformément à l'article VI*

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *d'office, 19 mai 2003*

[ENGLISH TEXT — TEXTE ANGLAIS]

AGREEMENT BETWEEN THE UNITED NATIONS AND THE
GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA
CONCERNING THE ACTIVITIES OF THE UNITED NATIONS
ORGANIZATION MISSION IN THE DEMOCRATIC REPUBLIC OF THE
CONGO IN TANZANIA

Whereas, the United Nations Organization Mission in the Democratic Republic of the Congo (hereinafter referred to as "MONUC") has been entrusted with the mandate as described in, inter alia, Security Council resolution 1291 (2000) of 24 February 2000 as well as subsequent resolutions;

Whereas, MONUC's activities within the framework of its mandate to date have demonstrated a need for additional logistical arrangements to support the Mission from offices situated outside the Mission area.

Whereas, the United Nations needs to establish a liaison office in Tanzania in order to provide logistical and other general support services to MONUC, particularly in relation to passenger and cargo movements;

Whereas, MONUC wishes to recognize the excellent cooperation extended by the Government of the United Republic of Tanzania ("the Government") to MONUC in all its aspects including facilitating the movement of its members, logistical supplies and equipment in and out of Tanzania as well as the use of air, land and water and other facilities in that country.

Whereas, the United Nations trusts that the Government will facilitate the establishment of the logistics office as outlined above;

Now, therefore, the United Nations and the Government hereby agree as follows:

Article 1. Privileges and Immunities

1. The Government shall extend to MONUC, as an organ of the United Nations, its property, funds and assets and those members listed in paragraphs 2 (a), (b) and (c) below, the privileges and immunities provided for in the Convention on the Privileges and Immunities of the United Nations to which Tanzania is a Party (hereinafter referred to as the Convention). Additional facilities as provided herein are also required for contractors and their employees engaged by the United Nations or MONUC to perform services exclusively for MONUC and/or supply exclusively to MONUC equipment, provisions, supplies, materials and other goods (hereinafter referred to as United Nations contractors).

2. The Government shall extend to:

(a) the Special Representative of the Secretary-General (hereinafter referred to as the SRSG), the Commander of the military component and other high-ranking members of MONUC whose names shall be communicated to the Government, the privileges and immunities, exemptions and facilities which are enjoyed by diplomatic envoys in accordance with international law;

(b) the officials of the United Nations assigned to serve with MONUC, the privileges and immunities to which they are entitled under Articles V and VII of the Convention. Locally recruited members of MONUC shall enjoy the immunities concerning official acts and exemption from taxation and national service obligations provided for in sections 18 (a), (b) and (c) of the Convention;

(c) other persons such as United Nations civilian police and United Nations military liaison officers, shall enjoy the privileges and immunities accorded to experts performing missions for the United Nations under Article VI of the Convention;

(d) the military members of the military component of MONUC, immunity from every form of legal process in respect of all criminal offences they may commit in Tanzania. With respect to such criminal offences, the members of the military component shall be subject to the exclusive jurisdiction of their contributing States. However, the United Nations will obtain assurances from the Governments of participating States that they will be prepared to exercise jurisdiction with respect to crimes or offences, which may be committed by military members of their national contingents serving with MONUC.

The above-mentioned members of MONUC, including locally recruited personnel shall be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity.

(e) United Nations contractors, other than local contractors, shall be accorded repatriation facilities in time of crisis and exemption from taxes in Tanzania on the services provided to the Mission, including corporate, income, social security and other similar taxes arising directly from the provision of such services.

3. The privileges and immunities necessary for the fulfillment of the functions of MONUC also include:

(i) entry and exit without delay or hindrance, of its members and United Nations contractors, their property, supplies, equipment and spare parts and means of transport which is necessary for the effective discharge of their duties. Exemption of members of MONUC from passport and visa regulations and prompt issuance by the Government to United Nations contractors, free of charge and without any restrictions, of all necessary visas, licenses or permits which is necessary for the effective discharge of their duties;

(ii) freedom of movement throughout the country of its members and United Nations contractors, their property, equipment and means of transport. MONUC, its members, United Nations contractors and their vehicles, vessels and aircraft shall use roads, bridges, canals, and other waters, port facilities and airfields without the payment of dues, tolls, landing fees, parking fees, overflight fees, port fees and charges, including wharfage charges. However, exemption from charges which are in fact charges for services rendered will not be claimed;

(iii) the right to import, free of duty or other restrictions, equipment, provisions, supplies and other goods which are for the exclusive and official use of MONUC;

(iv) the right to re-export or otherwise dispose of equipment, as far as it is still usable, all unconsumed provisions, supplies and other goods so imported or cleared ex customs and excise warehouse which are not transferred, or otherwise disposed of, on terms

and conditions to be agreed upon with the Government or an entity nominated by the Government;

(v) prompt issuance by the Government of all necessary authorizations, permits and licenses for the importation or purchase of equipment, provisions, supplies, materials and other goods used in support of MONUC, including in respect of importation or purchase by United Nations contractors, free of any restrictions and without payment of duties, charges or taxes including value-added tax;

(vi) acceptance by the Government of permits or licenses issued by the United Nations for the operation of vehicles used in support of MONUC; acceptance by the Government, or where necessary validation by the Government, free of charge and without any restriction, of licenses and certificates already issued by appropriate authorities in other States in respect of aircraft and vessels used in support of MONUC; prompt issuance by the Government, free of charge and without any restrictions, of necessary authorizations, licenses and certificates, where required, for the acquisition, use, operation and maintenance of aircraft and vessels used in support of MONUC;

(vii) right to fly the United Nations flag and place distinctive United Nations identification on premises, vehicles, aircraft and vessels used in support of MONUC;

(viii) right to unrestricted communication by radio, satellite or other forms of communication with United Nations Headquarters and between the various offices and to connect with the United Nations radio and satellite network, as well as by telephone, facsimile and other electronic data systems. The frequencies on which the communication by radio will operate shall be decided upon in cooperation with the Government; and

(ix) right to make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of MONUC. The Government shall be informed of the nature of such arrangements, and shall not interfere with or apply censorship to the mail of MONUC or its members.

Article II. Premises

The Government shall to the extent possible assist MONUC in obtaining for as long as is required and at reasonable cost, such areas for offices or other premises as may be necessary for the conduct of the operational and administrative activities of MONUC's logistical office in Tanzania. Without prejudice to the fact that all such premises remain Tanzanian territory, they shall be inviolable and subject to the exclusive control and authority of the United Nations.

Article III. Safety and security

1. Upon the request of the Special Representative of the Secretary-General, the Government shall provide such security as necessary to protect MONUC, its property and members during the exercise of their functions.

2. MONUC military personnel, United Nations civilian police personnel and United Nations security officers shall wear their uniforms and standard United Nations accoutrements while on official travel through Tanzania. It is also understood that UN military per-

sonnel, UN civilian police personnel and United Nations security officers designated by the SRSG may possess and carry arms while on duty in accordance with their orders. Subject to practical arrangements to be agreed between the Government and the SRSG, MONUC military personnel and MONUC security personnel shall be permitted to transport their arms and ammunition through Tanzania. Arrangements in this area will include MONUC transiting ammunition through Tanzania in sealed containers which will be under the control and authority of the United Nations.

Article IV. Third Party claims

Operative paragraphs 5-11, inclusive of General Assembly resolution 52/247 of 26 June 1998 shall apply in respect of third party claims against the UN resulting from or attributable to MONUC or the activities of its members.

Article V. Settlement of disputes

Any dispute between the United Nations and the Government concerning the interpretation or application of this Agreement, except for a dispute that is regulated by Section 30 of the Convention or Section 32 of the Convention on the Privileges and Immunities of the Specialized Agencies, shall be resolved by negotiations or other agreed mode of settlement. Any such dispute that is not settled by negotiation or any other agreed mode of settlement shall be submitted at the request of either party for a final decision to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government and the third, who shall be Chairman, by the other two arbitrators. If either Party does not appoint an arbitrator within three months of the appointment by the other Party having notified the name of its arbitrator, or if the first two arbitrators do not, within three months of the appointment or nomination of the second one of them appoint the Chairman, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of either Party to the dispute. Except as otherwise agreed by the Parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and even if rendered in default of one of the parties, be binding on both of them.

Article VI. Final provisions

This Agreement may be modified by written agreement between the United Nations and the Government.

This Agreement shall enter into force immediately upon signature by both Parties and shall remain in force for the duration of MONUC's mandate and for such a period thereafter as is necessary for all matters relating to any of the provisions to be settled.