

No. 47460

**United Nations (United Nations Population Fund)
and
Denmark**

Exchange of letters constituting an agreement between the Government of the Kingdom of Denmark and the United Nations Population Fund (UNFPA) concerning the establishment of the UNFPA Nordic Office. New York, 19 April 1999 and Copenhagen, 18 September 2003

Entry into force: *18 September 2003, in accordance with the provisions of the said letters*

Authentic text: *English*

Registration with the Secretariat of the United Nations: *ex officio, 8 April 2010*

**Organisation des Nations Unies (Fonds des Nations Unies
pour la population)
et
Danemark**

Échange de lettres constituant un accord entre le Gouvernement du Royaume du Danemark et le Fonds des Nations Unies pour la population (FNUAP) relatif à la création d'un bureau nordique du FNUAP. New York, 19 avril 1999 et Copenhague, 18 septembre 2003

Entrée en vigueur : *18 septembre 2003, conformément aux dispositions desdites lettres*

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *d'office, 8 avril 2010*

[ENGLISH TEXT – TEXTE ANGLAIS]

I

The Executive Director
28 February 2003

Dear Mr. Jensen

I have the honour to refer to the offer by the Government of Denmark to provide host facilities for the United Nations Population Fund Nordic Office in Copenhagen (hereinafter »the UNFPA Nordic Office«).

With the present letter, I wish to confirm the following understandings regarding the legal status of UNFPA Nordic Office in Copenhagen.

1. The Convention on the Privileges and Immunities of the United Nations to which Denmark is a party since 10 June 1948 shall apply to the UNFPA Nordic Office in Copenhagen, its premises, property, funds and assets as well as to its personnel and their official activities in Denmark.

2. In addition, the provisions of the Agreement between the United Nations Development Programme and the Government of Denmark relating to the Headquarters in Copenhagen of the InterAgency Procurement Services Unit of 25 January 1989 (hereinafter referred to as »the IAPSU Headquarters Agreement«) shall apply *mutatis mutandis* to the UNFPA Nordic Office in Copenhagen, its premises, property, funds and assets as well as to its personnel and their official activities in Denmark.

3. Without prejudice to the provisions in paragraph 2 above, the references in the IAPSU Headquarters Agreement to:

(a) »UNDP« or »IAPSU, Copenhagen« shall be deemed to mean UNFPA or the UNFPA Nordic Office in Copenhagen respectively;

(b) »Officials of UNDP« or »Officials of IAPSU, Copenhagen« shall be deemed to mean Officials of UNFPA;

(c) »Headquarters« means the Office premises of the UNFPA Nordic Office in Copenhagen;

(d) »IAPSU, Copenhagen« in paragraph 5 of Article III, shall be deemed to mean the UNFPA;

(e) »The Administrator«, in paragraph 2 and 3 of Article VII, shall be deemed to mean the Executive Director of UNFPA;

(f) »The Administrator«, in paragraph 3 (a) of Article IV, and the »Administrator of the UNDP« in paragraph 3 of the Article IX, shall be deemed to mean the Secretary-General of the United Nations;

(g) »Director of IAPSU, Copenhagen« shall be deemed to mean the Head of the UNFPA Nordic Office in Copenhagen.

4. (a) The Government shall provide or assist in providing to UNFPA Nordic Office, suitable premises and facilities required for its functioning. Such premises shall be provided free of charge, except for routine maintenance of the premises, communications and public utility services to be borne by the UNPFA Nordic Office.

(b) Article III, paragraph 6 of the IAPSU Headquarters Agreement shall not apply to the UNFPA Nordic Office.

5. (a) Personnel recruited locally and assigned to hourly rates shall be accorded immunity from legal process in respect of words spoken or written and acts performed by them in their official capacity. Such immunity shall continue to be accorded after termination of employment with the UNPFA Nordic Office in Copenhagen. The terms and conditions of their employment shall be in accordance with the relevant United Nations resolutions, decisions, regulations, rules and policies.

(b) The immunity from legal process shall be accorded to personnel recruited locally and assigned to hourly rates in the interests of the United Nations and not for their personal benefit. The right and the duty to waive the immunity of any such individuals, in any case where it can be waived without prejudice to the interests of the United Nations, shall lie with the Secretary-General.

6. Without prejudice to their privileges and immunities, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of the host country. They also have a duty not to interfere in the internal affairs of the host country. The UNFPA shall cooperate at all times with the appropriate authorities of Denmark to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuse in connection with the privileges and immunities in this Agreement.

7. (a) Spouses of officials of UNPFA and their children forming part of their household who are under 21 years of age or economically dependent, shall be granted, upon applications, a work permit.

(b) The Government of Denmark undertakes to issue visas and residence permits, where required, to household employees of officials of UNPFA as speedily as possible; household employees shall be granted, upon applications, a work permit.

8. Any dispute between the United Nations and the Government (hereinafter referred to as »the Parties«) concerning the interpretation or applications of the present Agreement or the regulations of the United Nations which cannot be settled amicably, shall be submitted, at the request of either Party to the dispute, to an arbitral tribunal, composed of three members. Each Party shall appoint one arbitrator and the two arbitrators thus appointed shall together appoint a third arbitrator as their chairman. If one of the Parties fails to appoint its arbitrator and has not proceeded to do so within two months after an invitation from the other Party to make such an appointment, the other Party may request the President of the International Court of Justice to make the necessary appointment. If the two arbitrators are unable to reach an agreement, in the two months following their appointment, on the choice of the third arbitrator, either Party may invite the President of the International Court of Justice to make the necessary appointment. The arbitral tribunal shall determine its own procedure. The expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral tribunal shall reach its decision by a majority of votes. The decision shall be final and binding.

9. It is further understood that, should the United Nations and the Government of Denmark deem it necessary, more detailed arrangements may be agreed upon between them at the request of either Party.

I propose that upon receipt of your Government's confirmation in writing of the foregoing understanding, this exchange of letters shall constitute an Agreement between the United Nations and the Government of Denmark regarding the legal status of the UNFPA Nordic Office in Copenhagen.

Please accept, Mr. Jensen, the assurances of my highest consideration.

Thoraya Ahmed Obaid
Under-Secretary-General

Mr. Bo Jensen
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