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**Netherlands (for the European part of the Netherlands)
and
International Development Law Organization**

Host Country Agreement between the Kingdom of the Netherlands and the International Development Law Organization. The Hague, 19 December 2013

Entry into force: *1 January 2014 and with retroactive effect from 1 September 2013, in accordance with article 28*

Authentic text: *English*

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**Pays-Bas (pour la partie européenne des Pays-Bas)
et
Organisation internationale de droit du développement**

Accord de pays hôte entre le Royaume des Pays-Bas et l'Organisation internationale de droit du développement. La Haye, 19 décembre 2013

Entrée en vigueur : *1^{er} janvier 2014 et avec effet rétroactif à compter du 1^{er} septembre 2013, conformément à l'article 28*

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**Host Country Agreement between the Kingdom of the Netherlands
and the International Development Law Organization**

The Kingdom of the Netherlands

and

the International Development Law Organization (hereinafter referred to as “the Parties”),

Bearing in mind the policy of the Kingdom of the Netherlands to promote the development of the international legal order;

Welcoming the wish of the International Development Law Organization (IDLO) to establish an office in the Netherlands;

Noting that IDLO was established as an intergovernmental organization at Rome, Italy, on February 5, 1988;

Noting that the Governance Documents of IDLO, as most recently amended on December 13, 2012, were adopted by its Assembly of Parties;

Desiring to lay down conditions concerning the privileges, immunities, facilities, and services of and related to IDLO in the territory of the Host Country as are necessary for the fulfillment of IDLO’s purposes;

Have agreed as follows:

Article 1

Definitions

For the purpose of this Agreement,

1. “*Agreement*” means this Host Country Agreement between the Kingdom of the Netherlands and the International Development Law Organization;

2. “*Government*” means the Government of the Kingdom of the Netherlands;

3. “*Competent authorities*” means national, provincial, municipal and other official authorities under the laws, regulations and customs of the host State;

4. “*Organization*” or “*IDLO*” means the International Development Law Organization;

5. “*Host Country*” means the Kingdom of the Netherlands;

6. “*Host Country Office*” means the IDLO Office in the Netherlands;

7. “*Director-General*” means the Director-General of the Organization and during his or her absence, any other Official specifically designated to act on his or her behalf;

8. “*Head of Office*” means the IDLO Official who has been designated to represent the Director-General in the Host Country;

9. “*Officials*” means persons, however denominated and at whatever level of seniority, including the Director-General, who undertake one or more of the Organization’s core day-to-day functions and who are not paid hourly rates;

10. “*Experts*” means persons who are appointed to support the work of the Organization and its Officials on one or more specific tasks or projects with specialized skills;

11. “*Interns*” means all those persons employed by the Organization on a temporary unsalaried basis who may or may not receive a stipend, and therefore encompass pro bono consultants, persons similarly situated, and anyone seconded to IDLO where the sending party is responsible for paying the individual’s salary;

12. “*Employees*” means all those persons holding an employment contract with the Organization, including Officials, Experts, Interns, and persons paid hourly rates;

13. “*Emoluments*” means all sums in respect of employment by the Organization paid to, vested in, or accruing to an Official or Expert in any form whatsoever;

14. “*Family members forming part of the household*” means:

- i) the spouse of the person concerned;
- ii) the partner of the person concerned if the two persons have officially registered their relationship in the Host Country or in a third State if that registration is acceptable for the Host Country;

- iii) a person comparable to a spouse, i.e., a person who continuously shares a household and cohabits in a relationship resembling marriage with the person concerned;
- iv) children of the person concerned or a person defined in subparagraphs i, ii or iii of this Article, who form part of his or her household and who are under the age of 18 years or who are between the ages of 18 and 27 and who are engaged in full-time study in the Netherlands and/or dependent on his or her care or who are disabled;

15. “*Premises*” means the building, or part thereof, including installations, facilities, and any ancillary land made available to, maintained, or occupied or used by IDLO in connection with its functions and purposes;

16. “*Property*” means all property (be it material, real, or intellectual), assets, and funds belonging to the Organization or held or administered by the Organization in furtherance of its functions;

17. “*Regulations*” means the IDLO Staff Rules and Regulations, dated March 23, 2011; the IDLO Personnel Handbook, dated January 1, 2011; the IDLO Code of Conduct (undated); and all Policies and Administrative Notices issued by the Director-General; any of which may be amended and/or retitled from time to time; and

18. “*Organs of IDLO*” means the Governing Bodies of the Organization, including but not limited to the Assembly of Parties, the Standing Committee, the Board of Advisors, and the Audit and Finance Committee.

Article 2

Purpose

This Agreement shall regulate matters relating to or arising out of the establishment and the proper functioning of IDLO in the Host Country. It shall, *inter alia*, create conditions conducive to the stability and independence of the Organization and facilitate its smooth and efficient functioning.

Article 3

Legal status and juridical personality

The Government recognizes IDLO as an Intergovernmental Organization with legal personality and the capacity to perform legal acts required for the performance of its functions. This shall, in particular, include the capacity:

- a) to contract;
- b) to acquire and dispose of movable and immovable property;
- c) to participate in legal proceedings.

Article 4

Inviolability of the premises

1. The premises of IDLO shall be inviolable. The competent authorities shall ensure that the Organization is not dispossessed or deprived of all or any part of its premises without its proper consent. Judicial actions and the service and execution of all forms of legal process, including the seizure of private property, cannot be enforced on the premises of IDLO except with the consent and in accordance with conditions approved by the Head of Office.

2. In case of fire, or other emergency of a similar nature requiring prompt protective action or in the event that the competent authorities have reasonable cause to believe that such an emergency has occurred or is about to occur on the premises, the consent by the Head of Office or another Official of the Organization so designated by him or her, to any necessary entry into the premises shall be presumed if neither of them can be contacted in time.

Article 5

Protection of the premises

1. The Host Country shall exercise due diligence to ensure that the security and tranquility of the premises are not impaired by any person or group(s) of persons attempting unauthorized entry into or on to the premises or creating disturbances in the immediate vicinity. As may be required for this purpose, the Host Country shall provide adequate police protection on the boundaries and in the vicinity of the Organization's premises.

2. IDLO shall provide the competent authorities with all information relevant to the security and protection of the premises.

Article 6

Public services for the premises

1. The competent authorities shall secure, upon request of the Head of Office or another Official to whom such tasks are delegated, on fair and equitable conditions the public services required by IDLO, such as, but not limited to, postal, telephone, internet, telegraphic sources, any means of communication, electricity, water, gas, sewage, waste collection, fire protection, and cleaning of public streets.