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**United Nations
and
Burundi**

Agreement between the United Nations and Burundi concerning the status of the United Nations Electoral Observation Mission in Burundi (MENUB). New York, 20 January 2015, and Bujumbura, 21 January 2015

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**Organisation des Nations Unies
et
Burundi**

Accord entre l'Organisation des Nations Unies et le Burundi concernant le statut de la Mission d'observation électorale de l'Organisation des Nations Unies au Burundi (MENUB). New York, 20 janvier 2015, et Bujumbura, 21 janvier 2015

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[TRANSLATION – TRADUCTION]

AGREEMENT BETWEEN THE UNITED NATIONS AND BURUNDI
CONCERNING THE STATUS OF THE UNITED NATIONS ELECTORAL
OBSERVATION MISSION IN BURUNDI (MENUB)

PREAMBLE

The Government of the Republic of Burundi and the United Nations,

Having regard to Security Council resolution 2137 (2014) dated 13 February 2014 on the situation in Burundi,

Recalling that, in that resolution, the Security Council took note of the request of the Government of Burundi for a United Nations electoral observer mission before, during and after the 2015 elections in Burundi; requested the Secretary-General to establish such a mission to follow and report on the electoral process in Burundi immediately at the end of the mandate of the United Nations Office in Burundi (BNUB); and required that mission to report to the Secretary-General and the Secretary-General to the Security Council before, during and after the 2015 elections,

Reaffirming that the said Mission shall be objective, impartial, neutral and independent,

Have agreed as follows:

DEFINITIONS

1. For the purposes of this Agreement, the following definitions shall apply:

(a) "Mission" means the United Nations electoral observer mission in Burundi, entrusted with following the electoral process, established by the United Nations Secretary-General pursuant to Security Council resolution 2137 (2014) dated 13 February 2014, and consisting of:

(i) The "Special Envoy and Head of Mission" designated by the United Nations Secretary-General. Except in paragraph 20 below, any mention of the Special Envoy in this Agreement shall refer exclusively to the head, not the other members, of the electoral Mission;

The powers of the Mission and of its members shall be limited to electoral observation.

(ii) The United Nations officials assigned by the Secretary-General to the service of the Mission;

(iii) United Nations volunteers assigned to the Mission;

(iv) Persons other than United Nations officials performing tasks for the Mission;

(b) "Members of the Mission" means the Special Envoy and the other members referred to in paragraphs 1 (a), (ii), (iii) and (iv);

(c) "Government" means the Government of the Republic of Burundi;

(d) "Territory" means the territory of the Republic of Burundi;

(e) "Convention" means the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946, to which Burundi is a party;

(f) "Contractors" means individuals and legal entities and their employees, other than members of the Mission, that the United Nations engages, through contracts signed in due form in line with United Nations rules, to perform services or provide equipment, provisions, supplies, materials and other goods in support of the activities of the Mission. Such contractors shall not be considered as third parties enjoying benefits conferred to them legally under the terms of this Agreement;

(g) "Vehicle" means the vehicles used by the Mission and operated by the Mission or its members;

(h) "Covenant" means the International Covenant on Civil and Political Rights, adopted by the General Assembly of the United Nations on 16 December 1966 and to which the Republic of Burundi is a party.

IMPLEMENTATION OF THIS AGREEMENT

2. Unless specifically provided otherwise, the provisions of this Agreement and any obligation undertaken by the Government or any privilege, immunity, facility or concession granted to the Mission or any member thereof or to contractors shall apply in the territory of Burundi.

IMPLEMENTATION OF THE CONVENTION

3. The Mission, its property, funds and assets, and its members shall enjoy the privileges and immunities specified in this Agreement as well as those provided for in the Convention, to which Burundi is a party.

STATUS OF THE MISSION

4. The Mission and its members shall refrain from any action or activity incompatible with the impartial and international nature of their duties or inconsistent with the spirit of this Agreement. They shall respectfully the laws and regulations of the host country. The Special Envoy, who exercises authority over the members of the Mission, shall take all appropriate measures to ensure the observance of these obligations.

5. The Government shall respect the exclusively international status of the Mission.

PRIVILEGES AND IMMUNITIES OF THE MISSION

6. The Government shall recognize the right of the Mission to display within Burundi the United Nations flag and to affix identifying signs of the United Nations on the Mission's premises. Vehicles in the service of the Mission shall carry a distinctive United Nations identification, which shall be notified to the Government.

7. The Mission shall enjoy the facilities in respect to communications specified in article III of the Convention. Issues with respect to communications which may arise and which are not

specifically provided for in this Agreement shall be dealt with pursuant to the relevant provisions of the Convention.

8. Subject to the provisions of paragraph 7:

(a) The Mission shall have the right to install and operate radio sending and receiving stations, relay stations, microwave telecommunication systems and satellite systems, in order to connect appropriate points within the territory of Burundi with each other and with United Nations offices in other countries, and to exchange telephone, voice, facsimile and other electronic data with the United Nations global telecommunications network. Such United Nations telecommunication services shall be operated in accordance with the International Telecommunication Convention and the Radiocommunications regulations. The frequencies on which such stations and systems may operate shall be decided upon in cooperation with the Government. If no decision has been reached 15 working days after the matter has been raised by the Mission with the Government, the Government shall immediately allocate frequencies that are suitable for the exploitation of the stations and the systems. The Mission shall be exempt from any taxes on and fees for the allocation of frequencies to these stations or their use.

(b) The Mission shall enjoy, in the territory of Burundi, the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, electronic mail, facsimile or any other means, and the right to establish the necessary facilities for maintaining such communications within and between its premises, including the laying of cables and land lines and the establishment of fixed and mobile radio sending, receiving and repeater stations. The radio frequencies used shall be decided upon in cooperation with the Government and attributed promptly. It is understood that connections with the local telephone, fax and other electronic data transmission networks may be made only after consultation with the Government. The Mission shall be exempt from any taxes on and fees for the allocation or use of frequencies. Connections with the local telephone and electronic data transmission networks may be made only after consultation with the Government and in accordance with arrangements agreed upon in common. Use of the said networks shall be billed at the most favourable rates.

(c) The Mission may make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of the Mission. The Government shall be informed of the nature of such arrangements and shall not interfere with or apply censorship to the mail of the Mission or its members. In the event that postal arrangements applying to private mail of members of the Mission are extended to transfer of currency or the transport of packages and parcels, the conditions under which such operations are conducted shall be agreed with the Government.

9. The Mission, its members and contractors, together with their vehicles, including contractors' vehicles used exclusively in the performance of services for the Mission, and the relevant equipment shall enjoy freedom of movement without delay in the Burundian territory as a whole. The Government recognizes that the Mission and its members accredited by the National Independent Electoral Commission of Burundi (NIEC) as electoral observers shall have the right to access all premises of NIEC and its departments subject to prior request to the Office of NIEC. The Government shall provide the Mission with any necessary maps or other information, relating in particular to the location of minefields or other dangers and impediments, which may facilitate the Mission's movements.

10. Vehicles shall not be subject to registration or licensing by the Government, it being understood that all vehicles shall carry civil liability insurance required under international law, including compulsory vehicle liability insurance. Other compensation methods for cases not

covered by such insurance shall be provided for within the framework of United Nations substantive law in accordance with paragraph 45 of this Agreement.

11. The Mission and its members and contractors, subject to presentation of the contracts signed with the Mission, including those used exclusively in the performance of services for the Mission, may use roads and bridges without payment of any fees, tolls or charges. The Mission shall not claim exemption from charges which are in fact charges for services rendered, it being understood that such payments shall be calculated at the going market rates.

12. As an entity representing the United Nations, the Mission shall enjoy the status, privileges and immunities of the United Nations in accordance with the Convention. In particular, the Government shall recognize:

(a) The right of the Mission and the contractors in possession of contracts duly concluded with the Mission to import, free of customs and subject to no prohibition or restriction, equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport and telecommunications equipment referred to in paragraphs 8 (a) and (b), intended for exclusive and official use by the Mission;

(b) The right of the Mission and the contractors to import and clear through customs, free of customs and subject to no prohibition or restriction, equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport and the telecommunications equipment referred to in paragraphs 8 (a) and (b), intended for exclusive and official use by the Mission.

(c) The right of the Mission and the contractors to re-export, free of customs and subject to no prohibition or restriction, or to transfer in another manner, any goods and equipment, including spare parts, means of transport and telecommunications equipment, insofar as they are still usable, and all unconsumed provisions, supplies, materials, fuel and other goods so imported or cleared through customs which are not transferred, or otherwise disposed of, on terms and conditions to be agreed upon, to the competent local authorities of Burundi or to an entity designated by them. The Mission shall communicate to the Government beforehand a list of the materials and items referred to in this provision.

The Mission and the Government shall, as soon as possible, agree upon a mutually satisfactory procedure, including documentation so that such importation, clearances, transfer or exportation may be effected with the least possible delay.

13. If the Mission faces difficulties in securing premises, the Government, at the request of the Mission, shall make every effort to help the Mission to secure such premises as maybe necessary for the conduct of its operational and administrative activities. Although located in the territory of Burundi, all premises of the Mission shall be inviolable and subject to the authority of and exclusive control by the United Nations. The Government shall guarantee free access to such premises. Solely the Special Envoy shall be entitled to authorize Government officials or any other person who is not a member of the Mission to enter the premises in question.

14. The Government shall make every effort to assist the Mission in securing water, electricity and other necessary facilities at the most favourable rates and, in the event of interruption of service or a threat thereof, take steps to ensure that the needs of the Mission are met, as far as possible, at the same level of priority as that of essential government services. It is understood that the Mission shall pay the relevant amounts due on a basis to be determined in agreement with the competent authorities. The Mission shall be responsible for the maintenance of the facilities thus provided.