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**United Nations (United Nations University)
and
Malaysia**

**Agreement between the United Nations University and the Government of Malaysia
concerning the United Nations University International Institute for Global Health in
Kuala Lumpur, Malaysia. Tokyo, 26 May 2006**

Entry into force: *26 May 2006 by signature, in accordance with article 19*

Authentic text: *English*

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**Organisation des Nations Unies (Université des Nations Unies)
et
Malaisie**

**Accord entre l'Université des Nations Unies et le Gouvernement de la Malaisie concernant
l'Institut universitaire international des Nations Unies pour la santé mondiale à Kuala
Lumpur, Malaisie. Tokyo, 26 mai 2006**

Entrée en vigueur : *26 mai 2006 par signature, conformément à l'article 19*

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *d'office, 1^{er} juillet 2015*

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[ENGLISH TEXT – TEXTE ANGLAIS]

AGREEMENT
BETWEEN
THE UNITED NATIONS UNIVERSITY
AND
THE GOVERNMENT OF MALAYSIA
CONCERNING THE UNITED NATIONS UNIVERSITY
INTERNATIONAL INSTITUTE FOR GLOBAL HEALTH
IN KUALA LUMPUR, MALAYSIA

WHEREAS the United Nations University was established as a subsidiary organ of the United Nations by General Assembly resolution 2951 (XXVII) of 11 December 1972;

WHEREAS the Council of the United Nations University decided at its 52nd session held in Tokyo, Japan to establish the International Institute for Global Health, as a research and training centre of the University in Kuala Lumpur, Malaysia and to accept the offer of the Government of Malaysia to host the Institute at the Universiti Kebangsaan Malaysia in Kuala Lumpur, Malaysia;

WHEREAS the International Institute for Global Health is an integral part of the United Nations University in accordance with its Charter;

WHEREAS Malaysia is a party to the Convention on the Privileges and Immunities of the United Nations since 28 October 1957;

WHEREAS the said Convention is applicable to the United Nations University;

DESIRING to ensure that the legal status of the International Institute for Global Health, as well as the scope of the privileges and immunities and the measures for their implementation shall be satisfactorily regulated;

THE UNITED NATIONS UNIVERSITY AND THE GOVERNMENT OF MALAYSIA,

HAVE AGREED as follows:

ARTICLE 1 DEFINITIONS

For the purposes of this Agreement:

- (a) “the Parties” means the United Nations University and the Government of Malaysia;
- (b) “the 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;
- (c) “the University” means the United Nations University, established by the United Nations General Assembly resolution 2951 (XXVII) of 11 December 1972;
- (d) “the Charter of the University” means the Charter of the University adopted by the United Nations General Assembly resolution 3081 (XXVIII) of 6 December 1973;
- (e) “the Government” means the Government of Malaysia;
- (f) “the Institute” means the International Institute for Global Health, a research and training centre of the University, in Kuala Lumpur, Malaysia;
- (g) “the Secretary-General” means the Secretary-General of the United Nations;
- (h) “the Rector” means the Rector of the University and, during his/her absence, any official designated to act on his/her behalf;
- (i) “the Director” means the Director of the Institute acting on behalf of the Rector in Malaysia, or in his/her absence any official designated to act on his/her behalf to be notified to the Government by the Director;
- (j) “the competent authorities” means the federal, state or local authorities as the context may require, under the laws and regulations of Malaysia;
- (k) “personnel of the Institute” means persons who are appointed in accordance with Article VIII, paragraph 7, of the Charter of the University;
- (l) “officials” means officials under Article V of the Convention;

- (m) “experts” means experts on mission, within the meaning of Article VI of the Convention;
- (n) “premises of the Institute” means the buildings or part of buildings occupied permanently or temporarily by the University or by meetings convened in Malaysia by the University for the purposes of the Institute;
- (o) “archives” means all records, correspondence, documents, manuscripts, photographs, films and recordings whether in hard copy or in the electronic format belonging to or held by the University, wherever located;
- (p) “relatives dependent” means a parent or child of a person.

ARTICLE 2 LEGAL STATUS

The University shall have the legal status as specified in Article XI of the Charter of the University and in this Agreement.

ARTICLE 3 ACADEMIC FREEDOM

The University, including the Institute, shall enjoy the academic freedom required for the achievement of its objectives, with particular reference to the choice of subjects and methods of research and training, the selection of persons and institutions to share in its tasks, and freedom of expression.

ARTICLE 4 INVOLABILITY AND PROTECTION

1. (a) The premises of the Institute shall be inviolable. The competent authorities shall not enter the premises to perform any official duties therein except with the express consent of and under conditions approved by the Director, or at his/her request;
- (b) The University shall not permit its premises to become a refuge from justice for persons who are avoiding arrest or service of legal process or against whom an order of extradition or deportation has been issued by the competent authorities;

- (c) Nothing in this Agreement shall prevent the reasonable application by the competent authorities of measures for the protection of the premises against fire or other emergency requiring prompt protective action;
- (d) The premises shall be used solely to further the purposes and activities of the University as specified in the Statute of the Institute.

2. The competent authorities shall take appropriate steps, as may be required, to protect the premises of the Institute against any intrusion or damage and to prevent any disturbance of the peace of the premises of the Institute or impairment of the dignity of the University.

3. Except as otherwise provided in this Agreement or in the Convention, the laws of Malaysia shall apply within the premises of the Institute. However, the premises of the Institute shall be under the immediate control and authority of the University which may establish regulations for the execution of its functions therein.

4. The archives of the University shall be inviolable.

5. The University shall be entitled to display its emblem on the premises of the Institute and its means of transport.

ARTICLE 5 PUBLIC SERVICES

1. The competent authorities shall use their best efforts, in consultation with the University, to ensure under the terms and conditions set out in a supplemental agreement, that the premises of the Institute shall be supplied with the necessary public utilities and services, including without limitation by reason of this enumeration, electricity, water, sewerage, gas, post, telephone, telegraph, local transportation, drainage, collection of refuse and fire protection and that such public utilities and services shall be supplied on equitable terms which shall not exceed the lowest comparable rates accorded to essential agencies of the Government.

2. In case of any interruption or threatened interruption of any such services, the competent authorities shall consider the needs of the Institute as being of equal importance with those of the essential agencies of the Government and shall take steps accordingly to ensure that the work of the Institute is not prejudiced.

3. The Director shall, upon request by the competent authorities, make suitable arrangements to enable the appropriate public utilities and services bodies to inspect,