

**No. 55919\***

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**Tonga  
and  
United Nations (United Nations Office for Project Services)**

**Agreement between the United Nations Office for Project Services and the Kingdom of Tonga concerning the establishment of an Office in Nuku'alofa, Kingdom of Tonga. Nuku'alofa, 8 July 2019**

**Entry into force:** *8 July 2019 by signature, in accordance with article XXIX(5)*

**Authentic text:** *English*

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**Tonga  
et  
Nations Unies (Bureau des Nations Unies pour les services d'appui  
aux projets)**

**Accord entre le Bureau des Nations Unies pour les services d'appui aux projets et le Royaume des Tonga relatif à l'établissement d'un bureau à Nuku'alofa, Royaume des Tonga. Nuku'alofa, 8 juillet 2019**

**Entrée en vigueur :** *8 juillet 2019 par signature, conformément au paragraphe 5 de l'article XXIX*

**Texte authentique :** *anglais*

**Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies :** *d'office, 1<sup>er</sup> août 2019*

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[ ENGLISH TEXT – TEXTE ANGLAIS ]

AGREEMENT  
BETWEEN  
THE UNITED NATIONS OFFICE FOR PROJECT SERVICES  
AND  
KINGDOM OF TONGA  
CONCERNING THE ESTABLISHMENT OF AN OFFICE IN NUKU'ALOFA,  
KINGDOM OF TONGA

WHEREAS, the United Nations Office for Project Services ("UNOPS") was established by the United Nations General Assembly decision 48/501 of 19 September 1994 to provide, inter alia, management and other support services for the benefit of the member countries of the United Nations, impartially, efficiently and on a cost reimbursement basis;

WHEREAS, UNOPS is part of the United Nations;

WHEREAS, the Kingdom of Tonga ("Host Country") wishes to request assistance from UNOPS for the benefit of its people;

WHEREAS, the Host Country, insofar as it is not already bound to do so, shall apply to UNOPS, their property, funds and assets, and to their officials, including all UNOPS personnel operating under this Agreement in respect of the United Nations, the Convention on the Privileges and Immunities of the United Nations and the Kingdom of Tonga's Diplomatic Privileges Act, executed on 10 September, 1948.

NOW, THEREFORE UNOPS and the Host Country have entered into this Agreement in a spirit of friendly co-operation:

**Article I**  
**Definitions**

1. For the purposes of this Agreement,

(a) "Archives" means all records, correspondence, documents, manuscripts, computer records, still and motion pictures, film and sound recordings, and any other records belonging to or held by the Office in furtherance of its functions;

(b) "Executive Director" means the Executive Director of UNOPS, who is responsible and accountable to the Secretary-General of the United Nations for all UNOPS functions, activities, and services;

(c) "Experts on Mission" means persons, other than Officials of the Office, performing missions at the request of or on behalf of the Office;

(d) "General Convention" means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly on 13 February 1946;

(e) "Head of the Office" means the official who is in charge of the Office in the Host Country;

(f) "Host Country" means Kingdom of Tonga or Tonga;

(g) "Office" means the UNOPS Office in the Host Country;

(h) "Officials of the Office" means all of the UNOPS staff members assigned to the Office irrespective of their nationality, with the exception of those who are locally recruited and paid hourly rates, as provided for in United Nations General Assembly resolution 76(1) of 7 December 1946;

(i) "Party" means UNOPS or the Host Country, individually;

(j) "Parties" means UNOPS and the Host Country, collectively;

(k) "Persons Performing Services" means service contractors, operational experts, volunteers, consultants, juridical or natural persons, and their employees, who provide services to the Office, other than Officials of the Office and Expert on Mission;

(l) "Premises of the Office" means the building or part of building occupied or used permanently or temporarily by the Office in accordance with this Agreement or any Supplementary Agreements entered into between the Office and the Host Country;

(m) "Property of the Office" means all property, including funds, income and other assets belonging to or held or administered by the Office in furtherance of its functions;

(n) "Secretary-General" means the Secretary-General of the United Nations;

(o) "Telecommunications" means any emission, transmission or reception of written or verbal information, images, sound or information of any nature by wire, radio, satellite, optical, fibre or any other electronic or electromagnetic means.

**Article II  
Establishment of the Office**

The seat of the Office shall be established in Nuku'alofa, Tonga, to permit UNOPS to carry out its activities and services.

**Article III  
Juridical Personality**

1. The Office shall possess juridical personality in Tonga. It shall have the capacity:
  - (a) to contract;
  - (b) to acquire and dispose of immovable and movable property;
  - (c) to institute legal proceedings.
2. For the purposes of this agreement, the Office shall be represented by the Head of the Office.

**Article IV  
Purpose and Scope of the Agreement**

1. (a) This Agreement regulates the status of the Office in the Host Country, in particular of its Premises, Officials, Experts on Mission and Persons Performing Services to the Office.
  - (b) The modalities of assistance rendered by the Office to the Host Country shall be determined in separate project specific agreements between the Office and the Host Country.
  - (c) The Host Country confirms that the treatment afforded to the Office shall not be less favourable than that afforded to any other accredited foreign mission in the Host Country.
  - (d) Any building in or outside Nuku'alofa, Tonga, which may be used with the concurrence of the Host Country for meetings, seminars, training courses, symposiums, workshops and similar activities organized by the Office shall be temporarily included in the Premises of the Office and shall be deemed to be covered by this Agreement for the duration of such meetings, training courses, symposiums, workshops and similar activities organized by the Office.

**Article V**  
**Application of the General Convention**

The Host Country and UNOPS agree to apply the General Convention to the Office, its Archives, Property, Telecommunications and to its Officials, Experts on Mission and Persons performing services to the Office in the Host Country.

**Article VI**  
**Inviolability of the Office**

1. The Office and its Property, Archives and Telecommunications, wherever located and by whomsoever held, shall be inviolable and enjoy immunity from every form of legal process, except when in a particular case such immunity has been expressly waived in accordance with the General Convention. However, no waiver of immunity from legal process shall extend to any measure of execution.

2. No officer or official of the Host Country or person exercising any public authority within the Host Country, shall enter the Premises of the Office to perform any duties therein except with the consent of, and under the conditions approved by the Head of the Office. In case of a fire or other emergency requiring prompt protection action, the consent of the Head of the Office to any necessary entry into the premises shall be presumed if he or she cannot be reached in time.

3. The Premises of the Office can be used for meetings, seminars, exhibitions and other related purposes which are organized by the Office or other United Nations entities.

4. The Premises of the Office shall not be used in any manner incompatible with the purpose and scope of the Office, as set forth in Article IV above.

**Article VII**  
**Security and Protection**

1. The Host Country shall ensure the security and protection of the Premises of the Office and exercise due diligence to ensure that the tranquillity of the Premises is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity. If so requested by the Head of Office, the Host Country shall provide adequate police force necessary for the preservation of law and order in the Office premises or in its immediate vicinity, and for the removal of persons therefrom.

2. The Host Country shall take effective and adequate action which may be required to ensure the appropriate security, safety and protection of persons referred to in this Agreement, indispensable for the proper functioning of the Office free from interference of any kind.