
AGREEMENT FOR THE ESTABLISHMENT OF A REGIONAL CENTRE ON AGRARIAN REFORM AND RURAL DEVELOPMENT OF LATIN AMERICA AND THE CARIBBEAN

FINAL ACT OF THE CONFERENCE OF PLENIPOTENTIARIES ON THE ESTABLISHMENT OF A REGIONAL CENTRE ON AGRARIAN REFORM AND RURAL DEVELOPMENT OF LATIN AMERICA AND THE CARIBBEAN

Caracas, Venezuela, 8-11 September, 1981

1. As a concrete step in carrying out the objectives and strategies contained in the Declaration of Principles and Programme of Action adopted by the World Conference on Agrarian Reform and Rural Development convened by the Food and Agriculture Organization of the United Nations (FAO) in July 1979 and pursuant to a Resolution adopted by the Sixteenth FAO Regional Conference for Latin America held in September 1980, the Director-General of FAO convened a Conference of Plenipotentiaries with a view to the adoption of a draft Agreement for the Establishment of a Regional Centre on Agrarian Reform and Rural Development of Latin America and the Caribbean.
2. The Conference of Plenipotentiaries on the Establishment of a Regional Centre on Agrarian Reform and Rural Development of Latin America and the Caribbean was held in Caracas, Venezuela, from 8 to 11 September 1981.
3. The Governments of the following nineteen States were represented: Bolivia, Colombia, Costa Rica, Cuba, Dominican Republic, Ecuador, El Salvador, Grenada, Guatemala, Guyana, Haiti, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Saint Lucia and Venezuela.
4. The Governments of the following three States were represented by observers: Bahamas, Brazil and France.
5. The following intergovernmental organizations and agencies were represented by observers: United Nations Development Programme, World Food Programme, World Health Organization/Pan-American Health Organization.
6. Dr. José Luis Zapata Escalona, Minister of Agriculture and Livestock of Venezuela, addressed the Conference at its inaugural ceremony.
7. The Conference elected Dr. Raúl Alegrett (Venezuela) as President and the representatives of Costa Rica, Cuba and Saint Lucia as Vice-Presidents.
8. The Conference set up a Credentials Committee composed of: Grenada, Guatemala, Honduras, Mexico and Peru.
9. The Director-General of the Food and Agriculture Organization of the United Nations, Dr. Edouard Saouma, was represented by Mr. Rafael Moreno, Director of the Human Resources, Institutions and Agrarian Reform Division.
10. The draft Agreement referred to in the first paragraph of this Final Act was discussed in detail and was adopted by the Conference, as reproduced in Annex 1 to this Final Act, which Agreement was opened for signature on 11 September 1981.

IN WITNESS WHEREOF the duly authorized representatives of the States whose names appear hereunder have signed this Final Act:

For Bolivia : José Caballero Leigue

For Colombia: Darío Vera

For Costa Rica: Rolando Elizondo Morales

For Cuba: Leopoldo Ariza Hidalgo

For Dominican Republic: Ariosto Méndez

For Ecuador: F. Jordán

For El Salvador: Miguel Domingo Sosa

For Grenada : Matthew William

For Guatemala: Luis Felipe Escobar

For Guyana: Patricia Fung-On

For Haiti: Pierre Louis Wilner

For Honduras: Carlos Alberto Urrutia

For Mexico: Alvaro Echeverría

For Nicaragua: Salvador Mayorga Sacasa

For Panama: Jacinto A. Cárdenas M.

For Paraguay: Arnaldo Velásquez Durañona

For Peru: Carlos Astete Luglio

For Saint Lucia: David-Jonathan Demarque

For Venezuela: Raúl Alegrett Ruiz

ANNEX 1 TO THE FINAL ACT

AGREEMENT FOR THE ESTABLISHMENT OF A REGIONAL CENTRE ON AGRARIAN REFORM AND RURAL DEVELOPMENT OF

LATIN AMERICA AND THE CARIBBEAN

PREAMBLE

The Contracting Parties,

Recognizing that many countries in Latin America and the Caribbean have adopted programmes relating to agrarian reform and rural development, and are at various states of implementing those programmes;

Realizing that the promotion and success of such programmes can be greatly facilitated through regional cooperation to reinforce the activities of national institutions concerned with agrarian reform and rural development;

Considering that the said cooperation can best be achieved through the establishment of a regional centre carrying out its activities through a network of national institutions and in collaboration with other institutions whose functions are relevant to agrarian reform and rural development or which may be able to provide financial or technical support for such activities;

Considering further that the creation of such a regional centre would constitute a concrete step in carrying out the objectives and strategies contained in the Declaration of Principles and Programme of Action adopted by the World Conference on Agrarian Reform and Rural Development convened by the Food and Agriculture Organization of the United Nations (FAO), Rome, July 1979, and would also be consonant with

the policies embodied in Resolutions 3201 (S-VI) and 3202 (S-VI) on the establishment of a New International Economic Order adopted by the General Assembly of the United Nations;

Considering also that the Sixteenth FAO Regional Conference for Latin America, Havana, September 1980, adopted a Resolution supporting the establishment of such a regional centre;

Have agreed as follows:

ARTICLE I

Establishment, Objectives and Functions

1. The Contracting Parties hereby establish a Regional Centre on Agrarian Reform and Rural Development of Latin America and the Caribbean (hereinafter referred to as "the Centre") as an autonomous, intergovernmental organization, with the objectives and functions set out below.

2. The objectives of the Centre shall be:

(a) to assist national action and to stimulate and promote regional cooperation relating to agrarian reform and rural development in Latin America and the Caribbean through a network of national liaison institutions in Member States, with the aim, in particular, of integrating rural people in the development process, and encouraging their participation in social and economic life; and of improving the production, income and living conditions of small-scale farmers and other needy rural groups;

(b) to foster the exchange of ideas and experience and to encourage such joint or collaborative activities as may benefit Member States individually or collectively.

3. For the achievement of its objectives, and in accordance with the basic principles set forth in the foregoing paragraph, the Centre shall:

(a) act as a servicing institution (including management services) for its Member States with respect to agrarian reform, rural development, and international financing; provide them with technical assistance; and assist them in the areas of preparing, negotiating and implementing related projects and programmes;

(b) conduct and, where appropriate through the national liaison institutions, promote or assist research on various aspects of agrarian reform and rural development in Latin America and the Caribbean with emphasis on approaches leading to more effective field-action programmes;

(c) hold consultative conferences or other meetings enabling national decision-makers, research-workers, planners and executives to exchange ideas and experience on agrarian reform and rural development and to identify areas in which joint collaborative efforts would be for the mutual benefit of Member States;

(d) organize training courses for peasants, small and medium-sized farmers, cadres and professionals in the planning, implementation and evaluation of programmes for agrarian reform and rural development, and assist national liaison institutions in organizing their own training courses and workshops;

(e) provide other forms of technical support, including the various kinds of evaluation, to the national liaison institutions and, through the latter, establish technical cooperation with other institutions concerned with agrarian reform or rural development;

(f) serve as a clearing-house and data bank for information on agrarian reform and rural development in Latin America and the Caribbean and in other countries or regions, and promote the dissemination of information through publications and the preparation of documentation on agrarian reform and rural development; and

(g) perform such other functions as may be necessary or useful for the attainment of its objectives.

ARTICLE II

Seat

The seat of the Centre shall be in Ecuador (hereinafter referred to as "the host State").

ARTICLE III

Membership

The Members of the Centre shall be those existing States of Latin America and the Caribbean, and those territories of the Region that become independent states, which ratify or accede to this Agreement in accordance with Article XV.1, 3 and 4.

ARTICLE IV

Observers

Non-member States, intergovernmental and non-governmental organizations and other bodies may be admitted as observers by the Governing Council.

ARTICLE V

National Liaison Institutions

At the time of depositing its instrument of ratification or accession referred to in Article XV, each State shall indicate the national liaison institution that it has designated to form part of the regional network referred to in Article I.2(a).

ARTICLE VI

Structure of the Centre

The Centre shall have:

- (a) a Governing Council;
- (b) a Technical Committee;
- (c) a Director and such staff as shall be necessary for the Centre to carry out its functions; and
- (d) subregional centres and specialized centres, should the Governing Council so decide.

ARTICLE VII

The Governing Council

1. The Governing Council shall consist of all Member States.
2. The Governing Council shall hold a regular session once every two years at such time and place as it shall determine. The Governing Council may hold special sessions if it so decides or if they are convened by the Director of the Centre at the request of one third of the Member States.
3. Each Member State shall have one vote. Observers shall have the right to speak but not to vote. Except as otherwise expressly provided in this Agreement, all decisions of the Governing Council shall be taken by

a simple majority of the votes cast. A simple majority of the Member States shall constitute a quorum.

4. At each regular session the Governing Council shall elect a Chairman and four Vice-Chairmen from among the Member States. The Chairman and Vice-Chairmen shall be elected for a two-year term of office; nevertheless, they shall remain in office until the election of a new Chairman and new Vice-Chairmen. The Chairman and Vice-Chairmen shall be eligible for re-election for only one term.

5. Between regular sessions, the Chairman and Vice-Chairmen shall keep the activities of the Centre under review; give guidance to the Director of the Centre on the implementation of the policy and decisions adopted by the Governing Council; and carry out any functions entrusted to them by the Governing Council. They shall, to the extent possible, carry out these functions by correspondence, but shall meet once in a biennium. In exceptional circumstances, they may hold additional meetings which shall be convened by the Director of the Centre on the request of the Chairman. Any decisions taken by the Chairman and Vice-Chairmen in the exercise of the functions referred to in this paragraph shall be taken by a simple majority of the votes cast and a simple majority of these officers shall constitute a quorum.

6. The participation of non-member States, intergovernmental and non-governmental organizations and other entities, in an observer capacity, at sessions of the Governing Council or its subsidiary bodies shall be regulated by Rules of Procedure to be adopted by the Governing Council in accordance with Article VIII(e).

ARTICLE VIII

Functions of the Governing Council

The functions of the Governing Council shall be to:

- (a) determine the policy of the Centre and approve its programme of work and its budget;
- (b) determine the contributions of Member States as provided in Article XII.3;
- (c) lay down general standards and guidelines for the management and development of the Centre;
- (d) review the report on the work of the Centre, the audited accounts and the report of the External Auditor in accordance with Article X.3(a);
- (e) adopt its Rules of Procedure and the Financial Regulations of the Centre;
- (f) establish any subregional centres and specialized centres referred to in Article XI or any other subsidiary bodies that may be necessary or useful for the performance of the functions of the Centre;
- (g) select, bearing in mind geographical distribution, the national liaison institutions which may be represented on the Technical Committee in accordance with Article IX;
- (h) appoint the Director of the Centre;
- (i) adopt amendments to this Agreement in accordance with Article XVI;
- (j) adopt rules concerning the settlement of disputes, in accordance with Articles XIII.4 and XVIII;
- (k) approve formal arrangements with other organizations or agencies, in accordance with Article XIV, and with governments, including the headquarters agreement that shall be concluded between the Centre and the host State, and any headquarters agreement concluded with a State in which a subregional centre or a specialized centre is situated;
- l) determine the conditions of employment of the staff; and
- m) perform all other functions that have been entrusted to it by this Agreement or that are necessary or useful to carry out the Centre's activities.

ARTICLE IX

The Technical Committee

1. The Technical Committee shall consist of:

- (a) the heads of four national liaison institutions selected by the Governing Council, or the representatives of such heads.
- (b) the head of the national liaison institution of the host State or his representative;
- (c) the Director of the Centre, who shall be a national of one of the Member States.

2. In order to assist the Centre in the orientation of its programme toward the objectives and strategies contained in the Declaration of Principles and Programme of Action of the World Conference on Agrarian Reform and Rural Development, a representative of the Director-General of the Food and Agriculture Organization of the United Nations (FAO) shall also be a member of the Technical Committee.

3. The Technical Committee shall hold a regular session once a year. Special sessions may be convened by the Director of the Centre.

4. In selecting the national liaison institutions referred to in paragraph 1(a), the Governing Council shall take due account of the principle of geographical distribution and of the desirability of all such institutions being given an opportunity to participate in the work of the Technical Committee.

5. Two of the four national liaison institutions referred to in paragraph 1(a) shall be selected, at each regular session of the Governing Council, for periods of two years. However, at the first regular session of the Council, four national liaison institutions shall be selected, two for periods of two years and two for periods of three years.

6. The Technical Committee shall, at each session, elect a Chairman from among its members.

7. The travel and subsistence expenses of the members, when attending sessions of the Technical Committee, shall be borne by the Centre.

8. The Technical Committee shall give advice on:

- (a) the technical aspects and the funding of the activities and programmes of the Centre;
- (b) the inter-relation and coordination of the activities and programmes carried out by the Centre or under its auspices; and
- (c) any other technical question referred to it by the Governing Council or the Director of the Centre.

9. A report on the deliberations and conclusions of the Technical Committee, which shall be prepared by its Chairman, shall be transmitted, through the Director of the Centre, to the Governing Council.

ARTICLE X

The Director and Staff

1. The Centre shall have a Director appointed by the Governing Council on such conditions as it may determine. The Director shall be a national of one of the Member States.

2. The Director shall be the legal representative of the Centre. He shall direct the work of the Centre in accordance with the policy and decisions adopted by the Governing Council and make recommendations to the Governing Council on any matters relevant to its functions.

3. The Director shall submit to the Governing Council for review at each regular session:

(a) a report on the work of the Centre, as well as the audited accounts and the report of the External Auditor;

(b) a draft programme of work of the Centre and a draft budget.

4. The Director shall prepare and make the necessary arrangements for the sessions of the Governing Council and any subsidiary bodies established by it, sessions of the Technical Committee, and all other meetings of the Centre. He shall provide the secretariat for such meetings, and shall have the right to participate in these meetings.

5. The Director shall be assisted by an Assistant Director, appointed by him in consultation with the Chairman and Vice-Chairmen of the Governing Council. If and for so long as the Director should be unable to perform his duties, the Assistant Director shall have the powers and duties entrusted to the Director under this Agreement.

6. The other technical and administrative staff members of the Centre shall be appointed by the Director in accordance with the policy, general standards and guidelines laid down by the Governing Council. In appointing the technical and administrative members of the staff of the Centre, the Director shall ensure the highest standards of efficiency, professional competence and integrity. In appointing technical staff at levels to be determined by the Governing Council, the Director shall accord priority to the selection of nationals of the Member States of the Centre on as wide a geographical basis as possible. The administrative staff (ancillary and service staff) shall be appointed by the Director of the Centre and shall, to the extent practicable, be nationals of the host State, bearing in mind the operational requirements of the Centre.

7. The staff of the Centre shall be responsible to the Director. They shall not seek or receive instructions in regard to the performance of their duties from any authority external to the Centre.

ARTICLE XI

Subregional Centres and Specialized Centres

1. The Governing Council may establish subregional centres on the basis of subregional membership, and specialized centres to deal with specific topics.

2. Any subregional centre or specialized centre shall be a subsidiary body of the Centre, forming an integral part thereof.

3. The Governing Council shall, when establishing a subregional centre or a specialized centre, determine its structure, terms of reference and location in accordance with the recommendations of the Member States concerned.

4. The documents submitted to the Governing Council by the Director pursuant to subparagraphs (a) and (b) of Article X.3 shall include a separate section referring to the subregional centres and specialized centres.

5. In the case of a subregional centre, established on the basis of subregional membership, the Governing Council shall make a list of the requirements for each Member State to become a Member thereof. The specialized centres shall be open to all Member States.

ARTICLE XII

Resources of the Centre

1. The resources of the Centre shall include:

(a) any premises, equipment and other facilities owned by the Centre;

(b) the annual contributions of the Members of the Centre;

(c) donations to the Centre; and

(d) proceeds from the investment of liquid assets, or part thereof.

2. The Government of the host State shall provide, free of charge or at a nominal rent, such land, buildings and initial furnishings as are necessary to enable the Centre to begin and continue operations.
3. Member States undertake to pay annual contributions in freely convertible currencies to the budget of the Centre. At each regular session, the Governing Council shall, by a two-thirds majority of the votes cast, determine the regular budget for the following biennium and apportion the budget among the Member States as decided by the Governing Council at its first regular session.
4. Once the biennial contribution of each Member State has been determined the amount apportioned to it shall be divided into two equal instalments one of which shall be payable at the beginning of the first year of the biennium, and the other at the beginning of the second year.
5. If a State becomes a Member of the Centre in the course of a biennium its contribution for the year in which it became a Member shall be paid, *pro rata*, as from the beginning of the quarter in which it became a Member.
6. The Centre may accept gifts, legacies, grants and any other form of donation, provided that acceptance of such donations is compatible with the policies and objectives of the Centre.

ARTICLE XIII

Legal Status, Privileges and Immunities

1. The Centre shall be an autonomous intergovernmental organization, having the capacity of a legal person to perform any legal act that is necessary or useful for the carrying out of its functions or for the exercise of its powers under this Agreement. Without prejudice to the generality of the foregoing sentence, and within the limits of Article XII.6, the Centre shall have capacity to contract, to acquire and dispose of immovable and movable property, and to be a party to legal proceedings.
2. Each Member State shall grant:
 - (a) to the Centre and its property, funds and assets, such privileges, immunities and facilities as may be appropriate to enable the Centre to carry out its activities; and
 - (b) to representatives of any State or intergovernmental organization performing official duties in connection with the work of the Centre, and to the Director and staff of the Centre, such privileges, immunities and facilities as may be appropriate to enable them to perform their official duties.
3. Without prejudice to paragraph 2, the host State undertakes to accord the privileges, immunities and facilities set out in Annex I to this Agreement.
4. Disputes arising out of any agreement, including terms and conditions of employment, between the Centre and any natural person or legal entity which cannot be settled by negotiation or conciliation, and in relation to which the Centre has not waived its immunity from legal process, shall unless the parties to the dispute have agreed on some other mode of settlement, be submitted to arbitration in accordance with rules which shall be established by the Governing Council.
5. Any immunity conferred upon a person pursuant to this Article or to Annex I to this Agreement shall be waived in accordance with accepted international practice.

ARTICLE XIV

Relations with other Organizations and Agencies

The Centre may cooperate with other intergovernmental organizations and governmental and non-governmental organizations or agencies whose interests and activities are compatible with its objectives. To

this end, the Director, acting under the authority of the Governing Council, may establish working relationships with such organizations or agencies, and make any arrangements that may be necessary to ensure effective cooperation. Any formal arrangements entered into with such organizations and agencies shall be submitted for the consideration and, where appropriate, approval of the Governing Council.

ARTICLE XV

Signature, Ratification, Accession and Entry into Force

1. The States referred to in Article III may become parties to this Agreement by:

- (a) signature of this Agreement followed by the deposit of an instrument of ratification; or
- (b) deposit of an instrument of accession.

2. This Agreement may be signed in Caracas on 11 September 1981 and, thereafter, shall remain open for signature at the Headquarters of the Food and Agriculture Organization of the United Nations (FAO) in Rome.

3. Instruments of ratification or accession shall be deposited with the DirectorGeneral of FAO.

4. This Agreement shall enter into force, with respect to all States that have ratified or acceded to it, on the date when instruments of ratification or accession have been deposited by the Government of the host State and by the Governments of at least five of the other Member States referred to in Article III. Any other State of Latin America and the Caribbean shall become a party to this Agreement on the date of the deposit of its instrument of ratification or accession.

5. Ratification of this Agreement, or accession thereto, may not be made subject to any reservation.

ARTICLE XVI

Amendments

1. Subject to paragraph 4, the Governing Council may amend this Agreement by a threefourths majority of the votes cast, provided that such majority is more than one half of the Member States. Amendments shall take effect, with respect to all contracting parties, on the thirtieth day after their adoption by the Governing Council.

2. Proposals for the amendment of this Agreement may be made by any Member State in a communication to the DirectorGeneral of FAO, who shall promptly notify all Member States and the Director of the Centre of the proposal.

3. No proposal for amendment shall be considered by the Governing Council unless it was notified by the DirectorGeneral of FAO to the Member States at least sixty days before the opening day of the session at which it is to be considered. The DirectorGeneral of FAO shall be promptly notified of the adoption of any amendment.

4. Annex I to this Agreement may be amended only in the manner provided for therein.

ARTICLE XVII

Withdrawal and Termination

1. At any time after the expiration of four years from the date when it became a party to this Agreement, any Member State may give notice of its withdrawal from the Centre to the DirectorGeneral of FAO. Such withdrawal shall take effect one year after the date when notice thereof was given or at any later date specified in the notice. The financial obligations of the Member State shall include the entire year in which the withdrawal takes effect.

2. Where withdrawal by a Member State results in there being less than five Member States, the Governing Council shall proceed to the liquidation of the Centre and notify the Depositary accordingly.

3. For the purpose of the aforesaid liquidation, the Governing Council shall order the transfer to the host State of the land provided by it, and of buildings and fixtures thereon, the return to the respective donors of any unused balance of donated funds, and the sale of any remaining assets. The proceeds of the sale and any other funds of the Centre shall, after all obligations, including liquidation costs, have been met, be distributed among the States that were Members of the Centre at the time when notice was given of the withdrawal referred to in paragraph 2, in proportion to the contributions that they had made, in accordance with Article XII.3, for the year during which the said notice was given.

ARTICLE XVIII

Interpretation and Settlement of Disputes

Any dispute concerning the interpretation or application of this Agreement which cannot be resolved by negotiation, conciliation or similar means shall be settled in accordance with rules which shall be established by the Governing Council in the light of the relevant law and practice of Latin American and Caribbean States.

ARTICLE XIX

Depositary

1. The DirectorGeneral of FAO shall be the Depositary of this Agreement. The Depositary shall:

- (a) send certified copies of this Agreement to the Governments of the States referred to in Article III, and to any other government which so requests;
- (b) arrange for the registration of this Agreement, upon its entry into force, with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations; and
- (c) inform the States referred to in Article III of:
 - (i) the signature of this Agreement and the deposit of instruments of ratification or accession in accordance with Article XV.1;
 - (ii) the date of entry into force of this Agreement in accordance with Article XV.4;
 - (iii) proposals for the amendment of this Agreement, and the adoption of amendments, in accordance with Article XVI;
 - (iv) notices of withdrawal from the Centre given in accordance with Article XVII.1; and
 - (v) any notification received in accordance with Article XVII.2.

2. The original of this Agreement shall be deposited in the archives of FAO.

ARTICLE XX

Annex

Annex I shall constitute an integral part of this Agreement.

Done at Caracas on 11 September 1981 in a single copy in the Spanish, French and English languages, each version being equally authoritative.

ANNEX I TO THE AGREEMENT

UNDERTAKINGS BY THE HOST STATE

Pursuant to Article XIII.3 of this Agreement, the present Annex sets

forth the additional rights and obligations of the host State.

Section 1: Privileges, immunities and facilities accorded to the Centre

1. Without prejudice to Article XIII.2(a) of this Agreement, the host State undertakes to accord the following privileges, immunities and facilities to the Centre and to its property, funds and assets, wherever located in that State:

- (a) immunity from every form of legal process, except insofar as in any particular case the Centre has expressly waived immunity;
- (b) immunity from search, requisition, confiscation, expropriation and any other form of interference;
- (c) freedom to hold funds or currency of any kind, to operate accounts in any currency, to transfer funds or foreign currency within the host State or abroad, and to convert any foreign currency into any other currency;
- (d) freedom, without prejudice to any appropriate security precautions determined by agreement between the host State and the Centre, from censorship of official correspondence and other official communications;
- (e) exemption from all direct and indirect taxes on the property, income and official transactions of the Centre, except taxes that are no more than charges for services rendered;
- (f) exemption from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the Centre, or on publications issued by the Centre, for official purposes.

2. The host State shall exercise due diligence to ensure that the security and tranquillity of the premises of the Centre are not in any way impaired and shall, at the request of the Director of the Centre, provide adequate police protection where necessary.

3. The Centre shall enjoy for its official communications treatment not less favourable than that accorded to any other organization or government, including the diplomatic mission of such other government, in the host State, in the matter of priorities and rates for mail, cables, telephone and other communications.

Section 2: Privileges, immunities and facilities accorded to official representatives, the Director and staff of the Centre and other persons

1. Without prejudice to Article XIII.2(b) of this Agreement, the host State undertakes to accord the following privileges, immunities and facilities:

- (a) to the representatives of any State and of any intergovernmental organization with respect to the performance of their official duties in connection with the work of the Centre:
 - (i) immunity from personal arrest or detention and from seizure of their personal baggage and, in respect of words spoken or written and all acts done by them in their official capacity, immunity from legal process of any kind;
 - (ii) inviolability for all papers and documents;
 - (iii) exemption in respect of themselves and their spouses from immigration restrictions, alien registration or national service obligations;

(iv) the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;

(b) to the Director and staff of the Centre:

(i) immunity from legal process in respect of words spoken or written and all acts done by them in their official capacity;

(ii) exemption from taxation on the salaries and emoluments paid to them by the Centre;

(iii) immunity, together with their spouses and dependents, from immigration restrictions and alien registration;

(iv) together with their spouses and dependents, the same repatriation facilities in time of crisis as officials of comparable rank of diplomatic missions;

(v) the right to import free of duty their furniture and effects, including one car, at the time of first taking up their post in the Centre, as well as replacements of such furniture and effects, including a car, at such intervals as may be agreed upon by the Centre and the Government of the host State.

2. In addition to the privileges and immunities referred to in paragraph 1, the Director and staff of the Centre, provided that they are not nationals of the host State, shall be granted the same privileges in respect of exchange facilities as are accorded to officials of comparable rank of diplomatic missions.

3. Subject to the application of measures for the maintenance of public health and security, agreed upon between the host State and the Centre, the host State shall impose no impediment on the entry into, sojourn in and departure from its territory of the representatives of States or intergovernmental organizations referred to in paragraph I(a), and their spouses, or of the Director and staff of the Centre, and their spouses and dependents, or of any person visiting the Centre in connection with its work.

4. Any visa required for any person referred to in paragraph 3 shall be granted or extended promptly and without charge.

Section 3: Enforcement of the law of the host State

The Centre shall cooperate with the appropriate authorities of the host State to facilitate the proper administration of justice, secure the observance of police regulations, and prevent the occurrence of any abuses in connection with the privileges, immunities and facilities conferred pursuant to Article XIII of this Agreement or to the present Annex. The Centre shall promptly examine requests for a waiver of immunity.

Section 4: Amendment of this Annex

1. Subject to paragraph 2, this Annex may be amended in the manner set out in Article XVI.1 to 3 of this Agreement.

2. Notwithstanding any other provision of this Agreement, including the present Annex, during such time as a headquarters agreement is in force between the host State and the Centre, no amendment to this Annex may be adopted unless the host State has expressly consented thereto.
