UNITED ARAB EMIRATES
AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED
ARAB EMIRATES
AND THE UNITED NATIONS OFFICE
FOR PROJECT SERVICES (UNOPS)
REGARDING THE UNOPS OFFICE IN
DUBAI

PREAMBLE
The Government of the United Arab Emirates and the United Nations Office for Project Services desiring to regulate relations between them and specify the legal status for establishing a new support office in the Country, and recognizing the humanitarian and developmental character of the activities of UNOPS and its important role in emergency relief and specialized services to the UN system at large and to other clients throughout the world, and considering the wish of UNOPS to establish an office in Dubai to provide logistics, emergency and contingency support to all UNOPS operations globally, to provide procurement and resource mobilization support to UNOPS’s operations and facilitate the implementation of the objectives of UNOPS;

In pursuance of the provisions of the United Nations General Assembly Decision 48/501 of 19 September 1994, establishing the United Nations Office for Project Services as an instrument of the UN system at large for high-quality, cost-effective management of projects and to provide efficient specialized services to the United Nations and Bretton Woods institutions;

Agree to the following:

ARTICLE I

DEFINITIONS

For the purposes of this Agreement the terms and references have the following corresponding meaning:

- "Country": the United Arab Emirates;
- "UNOPS": United Nations Office for Project Services;
- "Government": the Government of the United Arab Emirates;
- "Competent authority": the authority or governmental agency/administration identified by the Ministry of Foreign Affairs of the United Arab Emirates as the concerned body to deal with a specific area of work or issue as may be appropriate in the context and in accordance with the laws and customs applicable in the United Arab Emirates;
- "The Parties": the Government and the United Nations Office for Project Services;

ويمراجعة الميثاق في شأنامتيازات والحصانات التي تتمتع بها هيئة الأمم المتحدة المعتمد من قبل الجمعية العامة للأمم المتحدة بتاريخ 13 فبراير 1946 والمصدر لها من قبل دولة الإمارات العربية المتحدة بتاريخ 2 يوليو 2003، وحيث أن هذا الميثاق ينطبق على مكتب الأمم المتحدة لخدمات المشاريع;

فقد تم الاتفاق على ما يلي:

مادة 1

التعريفات

لأغراض هذه الاتفاقية يكون للمصطلحات والإشارات التالية المعاني المقابلة لها:

- "الدولة": الإمارات العربية المتحدة;
- "يونوس": مكتب الأمم المتحدة لخدمات المشاريع;
- "الحكومة": حكومة دولة الإمارات العربية المتحدة;
- "الإدارة المختصة": الهيئة أو الوكالة الإدارية الحكومية المعتمدة من قبل وزارة خارجية الإمارات العربية المتحدة بموافقة هيئة مختصة بتعامل مع مجال محدد من الأعمال أو موضوع محدد وفق ما يكون مناسباً للمجال والمبادئ القانونية والأعراف المعمول بها في الإمارات العربية المتحدة;
- "الطرفان": الحكومة ومكتب الأمم المتحدة لخدمات المشاريع;
"Office": is any location used in the Country for the conduct of operational and administrative activities;

"Executive Director": the Executive Director of the United Nations Office of Project Services or any officer designated to act as such on her/his behalf;

"Director": is the Director of the UNOPS Office in Dubai representing the Executive Director in the Country or any officer designated to act as such on her/his behalf;

"Officials of UNOPS": all personnel assigned to the Office or on mission to the Office, including representatives of other organizations attending meetings and experts employed by UNOPS;


"Telecommunications": all emission, transmission or reception of written or verbal information, images, sound or information of any nature by wire, radio, satellite, optical fiber or any other electronic or electromagnetic means.

"المكتب": أي موقع في الدولة يستقل لإدارة أنشطة العمليات والأنشطة الإدارية;

"المدير التنفيذي": المدير التنفيذي لمكتب الأمم المتحدة لخدمات المشاريع أو أي مسؤول معين للتصريف بتلك الصفة بالنسبة إليه;

"المدير": مدير مكتب يونيس في دبي الممثل المدير التنفيذي داخل الدولة أو أي مسؤول معين للتصريف بتلك الصفة بالنسبة إليه;

"موظف يونيس": جميع الموظفين المعينين في المكتب أو الموكلين بمهمة صالح المكتب، بما في ذلك ممثل المنظمات الأخرى لحضور الاجتماعات والخريطة المعينين من قبل يونيس;

"الميثاق": الميثاق في شأن الاختصاصات والحقوق التي تتمتع بها هيئة الأمم المتحدة المعتمدة من الجمعية العامة للأمم المتحدة بتاريخ 13 فبراير 1946;

"الاتصالات عن بعد": كافة وسائل الإرسال والبحث أو استقبال المعلومات الخطية أو الشفوية، أو الصور أو الصوت أو المعلومات من أي نوع عبر التلفزيون أو اللاسلكي أو الفردي الصناعي أو الإلياف الضوئية أو أي وسيلة إلكترونية أو إلكترون مغناطيسية أخرى.
ARTICLE II

THE OFFICE OF UNOPS

1. The Government recognizes the legal personality of UNOPS and in particular its capacity to:

a) Acquire and dispose of immovable and movable property;

b) Contract;

c) Institute judicial proceedings.

2. UNOPS shall enjoy in the Country independence in the furtherance of its official functions in accordance with the privileges and immunities contained within the Convention. UNOPS shall have the right to display its flag, and other United Nations identifiers, on its premises, the residence of the Director, vehicles, aircraft, and vessels.

ARTICLE III

IMMUNITIES OF THE OFFICE

1. The Office and buildings under the control of UNOPS shall be inviolable.

2. UNOPS, its immovable and movable property wherever located and by whomsoever held, shall enjoy immunity from every form of legal process including search, forced possession, confiscation, holding or removal of title.
3. No person shall be authorized to enter the premises for any purpose or under any pretext unless granted the authorization by the Executive Director, or whoever acts on his/her behalf, and according to the terms they identify.

4. The Competent Authority shall exercise due diligence to ensure the security and tranquility of UNOPS and its premises.

5. All archives, documents and all different forms of information owned by UNOPS shall be inviolable.

6. UNOPS has the right to convene meetings in the Country relevant to activities related to its mandate and responsibilities in coordination with Competent Authorities for the purpose of taking the necessary measures to assure security and safety.

7. The Office shall not be used in a manner incompatible with the functions of UNOPS and in contravention of the laws and regulations applicable in the Country.

ARTICLE IV

UNOPS FUNDS, CURRENCIES AND SECURITIES

1. UNOPS may, in order to carry out its activities, freely purchase funds, currencies and securities, and dispose of them through accounts and freely transfer its funds and monies to and from the Country, and to or from any country, and convert any currency held by it into any other currency without being subject to any financial controls, regulations or moratoria of any kind, conditional on taking the necessary measures within the financial regulations applied by the financial institutions and ensuring that the size of funds, transactions do not exceed
Office requirements and do not contradict UNOPS interests.

ARTICLE V

EXEMPTION FROM TAXATION, EXCISES AND DUTIES

1. UNOPS, its property, funds, movable and immovable assets shall enjoy exemption from:

a) Current and future, direct and indirect taxation with the exception of charges for the usage of public utilities.

b) Customs, duties and prohibitions and restrictions on imports and exports including tools, materials, publications and any form of new electronic devices used for storing data used to carry out its official functions.

c) Customs duties and berthing/landing fees in ports and airports; and restrictions applicable to imports and exports of goods imported or exported by UNOPS for its official use in emergency or development operations and in the facilitation of its transport.

d) All other fees for specific commercial services beyond the control of the Government are chargeable and shall be paid by UNOPS.

ARTICLE VI

COMMUNICATION FACILITIES

1. UNOPS shall enjoy treatment for its official communications and telecommunications no less favorable than that accorded by the Government to any other United Nations organization or accredited diplomatic missions concerning priority and clearance charges for all means of communications including mail, all types of
cables and telegrams, telephone communications, faxes, and others, as well as charges on articles published in radio, television and any type of media. All aforementioned communications and telecommunications shall not be subject to any form of censorship or control. In addition UNOPS shall have the right to dispatch and receive correspondence and other materials by courier or in sealed bags, which shall have the same privileges and immunities as diplomatic couriers, and bags.

2. The Government shall provide UNOPS with licenses for the importation, installation, operation, and eventual exportation of satellite communications equipment in conformity with the provisions of the International Telecommunication Union, required to maintain 24-hour-a-day, seven-days-a-week satellite communications. The Government shall also provide licenses and frequencies for the use of wireless communication that would maintain operation 24 hours a day, seven days a week. The Government shall grant UNOPS the right to import and eventually export all necessary communication equipment that may include, but not restricted to: wireless, landline phones, mobile phones, satellite equipment, and electronics, which shall be exempted from customs duties, local taxes, operation and frequency fees, registration fees and any taxes, duties, fees related to communications.

3. UNOPS shall ensure that all telecommunications equipment and communications frequencies are only to be used by its own officials. UNOPS shall ensure proper physical security and physical restricted access to its telecommunications equipment.

4. Nothing in this article shall be construed or imply the prevention of the Government from taking any appropriate security precautions it identifies and applies to all United Nations Organizations within the Country.
OFFICIALS OF UNOPS

1. UNOPS may assign to the Country Office such officials as are deemed necessary to fulfill the obligations of UNOPS. Officials of UNOPS, other than the Country nationals, shall enjoy within and with respect to the Country the following privileges and immunities:

a) immunity in respect of themselves, their spouses and their dependent relatives from personal arrest or detention and from seizure and inspection of their personal and official baggage;

b) immunity from legal process of any kind in respect of words spoken or written, and of acts performed by them in their official capacity. Such immunity shall continue in respect of words spoken or written, and of acts performed in their official capacity while the persons concerned were officials of UNOPS, notwithstanding that the persons concerned have ceased to be officials of UNOPS;

c) inviolability of all papers, documents and other official materials;

d) exemption from taxation in respect to salaries, emoluments and indemnities paid to them by UNOPS for services past or present or in connection with their services with UNOPS;

e) for officials of UNOPS who are not nationals of the Country, exemption from any form of taxation on income derived by them outside the Country;

f) for officials of UNOPS who are not nationals of the Country, freedom to acquire or maintain within the Country or elsewhere
foreign securities, foreign currency accounts and other movables and the right to take the same out of the Country through authorized channels without prohibition or restriction;

g) for officials of UNOPS who are not nationals of the Country, the same privileges in respect of currency exchange facilities as are accorded to officials of comparable ranks forming part of diplomatic missions; and

h) For officials of UNOPS who are not nationals of the Country, the same protection and repatriation facilities with respect to themselves, their spouses, their dependant relatives and other members of their households as are accorded in time of international crisis to members of diplomatic missions.

2. The Director, the Deputy, their spouses, and their minor children, shall enjoy privileges, immunities, exemptions, and facilities granted to heads of diplomatic missions in accordance with the 1961 Vienna Convention and in accordance with international legal principles. UNOPS shall provide the names of the Director and the Deputy Director to the government and the privileges and immunities provided under this paragraph shall not be transferable.

3. Officials of UNOPS, who are nationals of the Country, shall be afforded only those privileges and immunities provided in the Convention that are applicable to the United Nations officials who are nationals of the Country. In accordance with the Convention, such privileges and immunities shall apply only to words spoken or written and all acts performed in their official capacity.

4. The Government shall take all necessary measures to facilitate the entry and departure of all Officials of UNOPS. Officials of the United Nations, officials of intergovernmental and non-governmental organizations who are visiting the UNOPS
Office on official business, irrespective of their nationality and as required shall be provided visas free of charge and without delay.

5. The Government shall recognize and accept the United Nations Laissez-Passer issued to Officials of UNOPS as a valid travel document equivalent to a passport.

6. Officials of UNOPS shall be permitted to drive vehicles provided such officials are in possession of a valid driver's license.

ARTICLE VIII

WAIVING THE IMMUNITY

1. The privileges and immunities provided in the Agreement are conferred in the interests of UNOPS and not for the personal benefit of individuals themselves. Consistent with the Convention, the immunity of such individuals may be waived by the Executive Director whenever the immunity would impede the course of justice and can be waived without prejudice to the interests of UNOPS.

ARTICLE IX

ENFORCEMENT OF JUSTICE

UNOPS and the Officials of UNOPS shall cooperate at all times with the Competent Authorities of the Country in the enforcement of justice and the application of regulations and prevention of abuse of immunities and privileges granted under this Agreement.
ARTICLE X

ARBITRATION

1. Any dispute arising from interpretation or application of articles of this agreement shall be settled by negotiation or any other amicable means to be agreed upon between the parties. If the disputes cannot be settled by the above mentioned means, the dispute shall be submitted to an arbitration committee consisting of three arbitrators, one appointed by the Government of UAE, the second appointed by UNOPS and the third appointed jointly by both parties. The decision of the committee shall be final and binding.

ARTICLE XI

PRESERVATION OF SECURITY AND PUBLIC ORDER

1. The articles of this Agreement shall in no way affect the capacity of the official authorities in the Country in taking measures they deems necessary to preserve its security and public order. Any authority undertaking such measures should, as permissible by circumstances, proceed immediately to communicate with the Director to agree on measures that would guard UNOPS interests and would not violate the articles of this Agreement.

ARTICLE XII

AMENDMENTS AND MODIFICATIONS

1. This Agreement may be modified in writing after consultations between the Competent Authorities of the Government and UNOPS that aim at identifying specific proposals on the necessary modifications.
The proposed modification goes into effect and is applicable on temporary basis from the date of signature.

ARTICLE XIII

ENTRY INTO FORCE

1. This Agreement shall be signed in both Arabic and English and both versions shall have equal effect. The Agreement shall enter into force after ratified by the UAE Government according to constitutional requirements.

ARTICLE XIV

TERMINATION

1. This Agreement may be terminated by either Party by written notice to the other and shall terminate ninety (90) days after receipt of such notice. Notwithstanding any such notice of termination, this Agreement shall remain in force until complete fulfillments or termination of all UNOPS obligations entered into by virtue of this Agreement. The Agreement in all of its articles shall remain in force pending termination of Office closure procedures and disposal of its assets in an organized manner. If closure and disposal procedures require more than the ninety days stipulated in this article, UNOPS shall notify the Government and the time extension requested shall not exceed an additional ninety (90) days.
IN WITNESS WHEREOF the undersigned, being duly appointed representatives of The Parties, respectively, have on behalf of The Parties signed.

Done at Abu Dhabi on Thursday 17 May 2007

For the Government of the United Arab Emirates:
Tariq Ahmed AL Haidan
Under Secretary of the Ministry for Foreign Affairs

For the United Nations Office for Project Services:
Philip Alan Lewis
Regional Director
Middle East Office (MEO)