





**DRAFT MODEL HOST COUNTRY AGREEMENT (HCA)  
BETWEEN  
THE GOVERNMENT OF CROATIA  
AND  
THE UNITED NATIONS ENVIRONMENT PROGRAMME  
CONCERNING  
THE PRIORITY ACTIONS PROGRAMME REGIONAL ACTIVITY CENTRE**

The Parties to the present Agreement:

Desiring to define the status, privileges and immunities of the CENTRE and persons connected with it,

**Recalling:**

- ....
- ....
- ....

**Noting** that

**Desirous** of reinforcing the contribution of the Centre to the Mediterranean Action Plan, Barcelona Convention and its Protocols;

Have agreed as follows:

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| <b>DEFINITIONAL ARTICLE 1 : USE OF TERMS</b> |
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For the purposes of the present Agreement, the following definitions shall apply:

- (a) *“Appropriate Authorities”* means such government, municipal or other authorities in the Host Country as may be appropriate in the context and in accordance with the laws and customs applicable in [the Host Country].
- (b) *“Barcelona Convention”* means the Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean, done at Barcelona on 16 February 1976, as amended on 10 June 1995;
- (c) *“Centre”* means a national/international entity with legal personality recognized by the host country, which performs regional functions on behalf of MAP, and under the supervision of UNEP.
- (d) *“General Convention”* means the Convention on the Privileges and Immunities of the United Nations approved by the General Assembly of the United Nations on 13 February 1946;

**[ etc. ]**

ARTICLE 2: **PURPOSE**

**The purpose of this Agreement is to regulate the status, privileges and immunities of the CENTRE and its personnel, and set forth the terms and conditions under which the CENTRE shall be able to carry out its regional role as defined in the framework of MAP and the Barcelona Convention and its Protocols.**

ARTICLE 3: **LEGAL CAPACITY, PRIVILEGES AND IMMUNITIES**

1. The CENTRE shall have in [the Host Country] such legal capacity and facilities and shall enjoy such privileges and immunities as are necessary for the exercise of its functions and the fulfillment of its purpose.
2. The CENTRE shall have legal personality. It shall in particular have the capacity to contract, to acquire and dispose movable and immovable property and to be a party to legal proceedings.

ARTICLE 4: **PREMISES**

1. The Government shall ensure the availability of adequate premises needed for the work of the CENTRE, including furnishing of the premises, telecommunication facilities and maintenance of these premises and facilities, and shall provide an in-cash counterpart contribution for the general operation of the CENTRE and for the implementation of the regional activities assigned to the CENTRE by the Meetings of the Contracting Parties to the Convention and prescribed by the Protocol [*title*] where appropriate. This contribution shall be paid directly by the Government to the CENTRE. The amount of such resources shall be pledged at the Meetings of the Contracting Parties to the Convention.
2. The Government shall do their utmost to ensure that the premises shall be supplied with necessary public services, including electricity, water, sewage, gas, post, telephone, telegraph, local transportation, drainage, collection of refuse and fire protection, and that such public services be supplied on reasonable terms. In case of interruption or threatened interruption of any such services, the Government shall take all reasonable steps to ensure that the CENTRE is not prejudiced.

ARTICLE 5: **REGIONAL ROLE & TASKS**

1. In carrying out its regional role, the CENTRE shall perform the tasks assigned to it by decisions of the Meetings of the Contracting Parties, or deriving from the implementation of the functions entrusted to it by the UNEP or agreed by the Contracting Parties as provided in the Protocol ..... (*title, articles*)
2. Such tasks, as well as the legal and financial obligations of the Center, shall be specified in project documents signed by the Center and UNEP
3. The financial resources provided to the CENTRE through the Mediterranean Trust Fund (MTF) shall be kept by UNEP in an account of one of the banks in the Host Country in the currency in which they are to be remitted. These resources will be

available to the CENTRE for the implementation of [*title of the programme*] in conformity with the project documents signed for that purpose by the CENTRE and UNEP.

4. The Host Country and UNEP, individually or jointly, shall seek additional funding or other support for the CENTRE from sources other than the Mediterranean Trust Fund.

#### ARTICLE 6: MEETINGS AND CONFERENCES

1. Meetings and Conferences organized by a CENTRE in carrying out their regional role shall be open to all participants designated by the focal points of the Contracting Parties to the Convention.
2. The Government of [Host Country] shall extend to such participants the privileges and immunities provided under Article IV of the General Convention.

#### ARTICLE 7: INFORMATION, LOGOS, FLAG & LANGUAGE

1. The CENTRE shall provide information on its regional activities to the focal points of the Contracting Parties to the Convention.
2. The UNEP/MAP logo shall appear on official CENTRE's papers and publications together with the name and/or logo of the CENTRE for the purpose of declaring that the Centre is established and operates under the auspices of the Mediterranean Action Plan of UNEP.
3. The CENTRE shall be entitled to display its flag and emblem and the flag and emblem of UNEP on the premises and means of transport of the CENTRE.
4. As MAP working languages are English and French, all efforts shall be made to use both languages in meetings and for the CENTRE's publication

#### ARTICLE 8: RELATIONSHIP

1. The activities of the CENTRE relevant to its regional role and to the implementation of MAP and the Barcelona Convention and its Protocols, as appropriate, shall be carried out under the general guidance and supervision of the UNEP Coordinating Unit for the Mediterranean Action Plan.
2. The UNEP Coordinating Unit for the Mediterranean Action Plan shall coordinate the activities of the CENTRE with other components of the MAP, as well as with various international organizations and programmes concerned and with the relevant activities of the Contracting Parties to the Barcelona Convention.
3. The Government of [Host Country] shall designate a competent government authority to support and facilitate, as appropriate, the regional role of the CENTRE within the country.

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| ARTICLE 9: <b>STRUCTURE</b> |
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**Director and Personnel**

1. The CENTRE shall have a full-time Director and such personnel, appointed in accordance with the provisions of this Article, as is necessary for the exercise of its functions.
2. The Director of the CENTRE whose post, in accordance with the decisions of the Contracting Parties to the Barcelona Convention, shall be appointed by an agreement between the Government of [Host Country] and the UNEP Coordinating Unit for the Mediterranean Action Plan. His recruitment shall be from among the applicants responding the vacancy announcements of this post communicated by the UNEP Coordinating Unit for the Mediterranean Action Plan to the Contracting Parties.
3. The Director will represent the CENTRE and, subject to the provisions of the present Agreement, will have overall responsibility for the operation and administration of the Centre.
4. Locally recruited personnel, whose posts are financed by the National Government, will be appointed by the Director.
5. Internationally and locally recruited personnel whose posts, in accordance with the decisions of the Contracting Parties to the Barcelona Convention, will be appointed by the Director after consultation with the UNEP Coordinating Unit for the Mediterranean Action Plan. Internationally recruited personnel shall be appointed from among the applicants responding to the vacancy announcements of posts circulated through the UNEP Coordinating Unit for the Mediterranean Action Plan.
6. The Director shall, from time to time, communicate to [the Host Country] a list of all internationally recruited personnel and experts of the CENTRE, as well as persons who have business with the CENTRE and additions to the list as necessary, indicating in each case whether the individual is a citizen of [the Host Country].
7. Consultants and other experts for the CENTRE, whose engagement is financed from the MTF shall be selected by the CENTRE in full consultation with the UNEP Coordinating Unit for the Mediterranean Action Plan.
8. The Government of [Host Country] shall take the necessary steps to facilitate the procedure for granting entry visas to representatives or experts of the Contracting Parties on MAP activities.

ARTICLE 10: **PRIVILEGES AND IMMUNITIES OF PROPERTY, FUNDS AND ASSETS**

**(A) Immunity**

1. Within the scope of its regional activities the Centre shall have immunity from jurisdiction and execution except:
  - (a) to the extent that the Centre waives such immunity from jurisdiction or immunity from execution in a particular case;
  - (b) in respect of a civil action by a third party from damage arising from an accident caused by a motor vehicle belonging to, or operated on, behalf of the Centre, or in respect of a motor traffic offence involving such a vehicle;
  - (c) in respect of a civil action relating to death or personal injury caused by an act or omission in the *[host Country]*;
  - (d) in respect of any contract for the supply of goods or services;
  - (e) in respect of the enforcement of an arbitration award made under Article of this Agreement.
2. Property, funds and assets held by or for the use of the CENTRE shall be deemed to be property, funds and assets of UNEP, provided that property and assets do not include the premises and grounds housing the CENTRE which premises and grounds shall always remain the property and assets of the Government. These property, funds and assets, including the equipment purchased with the funds administered by UNEP, wherever located and by whosoever held, shall enjoy immunity from any form of legal process without prejudice to para. 1. They shall also be exempt from all direct taxes including income tax, value added tax, customs duties, prohibitions and restrictions on imports and exports for goods necessary for the exercise of the CENTRE's official use (except mere payments for services), and social security contributions as appropriate. At the request of the appropriate authorities, the CENTRE shall provide written notification that any particular import or export is for its official use.
3. Funds, assets and equipment transferred to the CENTRE by UNEP shall enjoy immunities and exemptions referred to in para. 2 of this Article.

**(B) Archives**

4. The Archives of the CENTRE shall be inviolable.
5. The term archives includes all records, correspondence, documents, manuscripts, photographs, films, recording, discs and tapes belonging to or held by the CENTRE in the exercise of its regional functions.

**(C) Premises**

6. Except as otherwise provided in this Agreement the laws of [the Host Country] shall apply within the premises of the CENTRE, provided that UNEP or the CENTRE may establish any regulations necessary for the execution of the functions of the CENTRE, including rules of international administrative law and the terms of contracts of employment governed by the law. These regulations shall be operative within the premises of the CENTRE and no law of [the Host Country] which is inconsistent therewith will be enforceable within these

premises. Any dispute between UNEP and [the Host Country] as to whether a regulation of the former is authorized by this paragraph, or as to whether a law of [the Host Country] is inconsistent with any regulation authorized by this paragraph shall be promptly settled as provided in Article 11 of this Agreement.

7. No official of the Government or person exercising any public authority, whether administrative, juridical, military or police, shall enter the premises of the CENTRE except with the express consent of, and under conditions approved by, the Director of the CENTRE. No service of execution of any legal process whatsoever shall take place within the premises of the CENTRE except with the express consent of, and under conditions approved by, the Director of the CENTRE. Notwithstanding, the CENTRE 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 appropriate authorities.
8. The appropriate authorities of [the Host Country] shall take all appropriate steps and exercise due diligence to ensure the security and protection of the CENTRE, ensure that the tranquility of the CENTRE is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity, and prevent the impairment of its dignity.
9. If so requested by the Director of the CENTRE, the appropriate authorities of [the Host Country] shall provide a sufficient number of police for the preservation of law and order in the premises.

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| <b>ARTICLE 11: PRIVILEGES AND IMMUNITIES OF PERSONNEL AND EXPERTS</b> |
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**(A) Internationally Recruited Personnel**

1. The Internationally Recruited Personnel of the CENTRE, provided that they are not citizens of [the Host Country], shall enjoy the privileges and immunities provided for in the General Convention, where applicable.
2. Internationally Recruited Personnel of the CENTRE and members of their families forming part of their respective households, provided that they are not citizens of [the Host Country], shall be exempt from custom duties and any taxes or charges (except charges for storage, cartage and similar services) imposed upon or by reason of the importation of articles (including a motor car) intended for their personal use or for their establishment at the time of taking up their post in [the Host Country]. Such articles shall normally be imported within six months of first entry of such persons in [the Host Country].
3. Any member of the Internationally Recruited Personnel of the CENTRE who presents a valid UN laissez-passer issued in accordance with Article VII, Section 26, of the Convention and identifying him as an official of the CENTRE shall, subject to paragraph 6 of Article 8 of this Agreement, be immune from [the Host Country's] immigration restrictions and requirements and from alien registration. Members of their families forming part of their respective household who travel with him and present satisfactory evidence of identity shall be similarly treated. No such official shall require a visa of entry into [the Host Country].
4. Any member of the Internationally Recruited Personnel of the CENTRE who does not present a UN laissez-passer shall not be exempt from the laws of [the Host Country] regarding passports and visas. They shall, however, subject to

paragraph 6 of Article 8 of this Agreement, be immune from [the Host Country's] immigration restrictions and requirements and from alien registration provided that:

- (a) They produce valid travel document; and
  - (b) They produce evidence of their official capacity issued by their Government or by the CENTRE or by UNEP, or the appropriate authorities are notified of their arrival.
5. Persons other than such officials who have business with the CENTRE shall, subject to paragraph 6 of Article 8 of this Agreement, be immune from [the Host Country's] immigration restrictions and requirements and from alien registration provided that:
- (a) They produce valid travel document; and
  - (b) They produce evidence of their official capacity issued by their Government or by the CENTRE or by UNEP, or the appropriate authorities are notified of their arrival.

#### **(B) Director**

6. The Director, provided that he is not a citizen of [the Host Country], shall enjoy the privileges and immunities to which a diplomatic agent in [the Host Country] is entitled.
7. The Director of the Centre, provided that he is not a citizen of [the Host Country], shall be exempt from:
  - (a) Tax arising outside the Host Country;
  - (b) Value added tax and other indirect taxes on articles imported or purchased or services rendered for their personal use or for their establishment, to the extent accorded under the law of [the Host Country];
  - (c) Social security contributions with respect to services rendered to the CENTRE.

#### **(C) UN Personnel and Experts**

8. UN Personnel and its Experts on missions traveling to [the Host Country] in their official capacity in connection with the activities of the CENTRE, shall enjoy the privileges and immunities provided for in Articles V and VI of the General Convention.

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| <b>ARTICLE 12: SETTLEMENT OF DISPUTES</b> |
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1. The Government of [Host Country] and UNEP shall endeavour to solve any dispute relating to the interpretation and application of the present Agreement by negotiation or other agreed mode of settlement.
2. Any dispute between the Government of [Host Country] and UNEP, which is not settled by negotiation or another agreed mode of settlement, shall be submitted to arbitration at the request of either party. Each party shall appoint one

arbitrator and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty days of the request for arbitration either party has not appointed an arbitrator, or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either party may request the President of the International Court of Justice to appoint an arbitrator. The procedure for the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the parties as the final adjudication of the dispute.

**ARTICLE 13: INTERPRETATION OF THE AGREEMENT**

This Agreement shall be interpreted in the light of its primary purpose of enabling the Centre at its premises in [the Host Country] fully and efficiently to discharge its regional responsibilities and fulfill its purposes and functions.

**ARTICLE 14: AMENDMENT OF THE AGREEMENT**

At the request of UNEP or of the Government of [Host Country], consultations shall take place with respect to amendment of this Agreement. Any such amendment shall be given effect

*1<sup>st</sup> alternative* by an Exchange of Notes between UNEP and a duly authorized representative of the Government.

*2<sup>nd</sup> alternative* by written agreement between the parties.

**ARTICLE 15: FINAL CLAUSES**

1. The present Agreement shall enter into force on the date of the signature by both parties
2. The present Agreement may be terminated by either party providing six months written notice to the other party
3. In the event of the Centre being moved from the territory of [Host Country], this Agreement shall, after the period reasonably required for such transfer and for the disposal of the property of the Centre in [Host Country], cease to be in force.

IN WITNESS WHEREOF the respective representatives have signed this Agreement

DONE in duplicate at ----- this ----- day of -----  
200-- in two original copies in the English (French) language