

The Agreement was
previously published
in draft as
Miscellaneous No. 29
(1978), Cmnd. 7343

PRIVILEGES AND
IMMUNITIES



Treaty Series No. 42 (1979)

**Headquarters Agreement
between the Government of the
United Kingdom of Great Britain
and Northern Ireland
and the International Lead and Zinc
Study Group**

London, 21 December 1978

[The Agreement entered into force on 21 December 1978]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
May 1979*

**LONDON
HER MAJESTY'S STATIONERY OFFICE**

30p net

Cmnd. 7538.

**HEADQUARTERS AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND AND THE
INTERNATIONAL LEAD AND ZINC STUDY GROUP**

The Government of the United Kingdom of Great Britain and Northern Ireland and the International Lead and Zinc Study Group;

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

Have agreed as follows:

ARTICLE 1

Use of terms

For the purpose of this Agreement:

- (a) "Group" means the International Lead and Zinc Study Group;
- (b) "Government" means the Government of the United Kingdom of Great Britain and Northern Ireland;
- (c) "representatives" means representatives of members of the Group and in each case means heads of delegations and alternates;
- (d) "premises of the Group" means the buildings or parts of buildings and the land ancillary thereto used for the official purposes of the Group;
- (e) "official activities of the Group" includes its administrative activities and those undertaken pursuant to its Terms of Reference in force at any one time; and
- (f) "staff member" means the Secretary-General and all persons appointed or recruited for full-time employment with the Group and subject to its staff regulations, other than experts, persons in the domestic service of the Group and persons recruited locally and assigned to hourly rates of pay.

ARTICLE 2

Interpretation

This Agreement shall be interpreted in the light of the primary objective of enabling the Group at its Headquarters in the United Kingdom fully and efficiently to discharge its responsibilities and fulfil its purposes and functions.

ARTICLE 3

Legal personality

The Group shall have legal personality. It shall in particular have the capacity to contract, to acquire and dispose of movable and immovable property and to institute legal proceedings.

ARTICLE 4

Inviolability of archives

The archives of the Group shall be inviolable. The term "archives" includes all records, correspondence, documents, manuscripts, photographs, films and recordings belonging to or held by the Group and to all information contained therein.

ARTICLE 5

Inviolability of premises

(1) The premises of the Group shall be inviolable. The Government are under a special duty to take all appropriate steps to protect the premises of the Group against any intrusion or damage and to prevent any disturbance of the peace of the Group or impairment of its dignity.

(2) The location of the premises and the archives of the Group shall be made known to the Government by the Secretary-General who shall also inform the Government of any change in the location or extent of such premises or archives and of any temporary occupation of premises for the fulfilment of its official functions. Where premises are temporarily used or occupied by the Group for the fulfilment of its official functions these premises shall, with the agreement of the appropriate authorities, be accorded the status of premises of the Group.

(3) No official of the Government or person exercising any public authority shall enter the premises of the Group except with the consent of and under conditions approved by the Secretary-General. Such consent may be assumed in the case of fire or other disasters requiring prompt protective action. No service (other than service by post) or execution of any legal process or any ancillary act such as the seizure of private property shall be permitted by the Government to take place within the premises of the Group except with the express consent of and under conditions approved by the Secretary-General.

(4) Without prejudice to the terms of this Agreement, the Group shall not permit the premises of the Group to become a refuge from justice for persons who are avoiding arrest or service of legal process under the law of the United Kingdom or against whom an order of extradition or deportation has been issued by the appropriate authorities.

ARTICLE 6

Premises

(1) The Government undertake to assist the Group in the acquisition of premises by gift, purchase or lease or in the hire of premises at such time as they may be needed.

(2) The Government shall do their utmost to ensure that the premises shall be supplied with necessary public services, including electricity, water,

sewerage, gas, post, telephone, telegraph, 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 Group is not prejudiced.

ARTICLE 7

Flag and emblem

The Group shall be entitled to display its flag and emblem on the premises and means of transport of the Group and of the Secretary-General.

ARTICLE 8

Immunity from Jurisdiction

(1) Within the scope of its official activities, the Group shall have immunity from jurisdiction and execution except:

- (a) to the extent that the Group waives it in a particular case. The Group shall be deemed to have waived its immunity if, after receiving a request for waiver of immunity in a particular case by either another party to the proceedings or by the person or body before which the proceedings are pending, the Group has not given notice, within 15 days of receipt of the request, that it does not waive such immunity;
- (b) in respect of a civil action by a third party for damage arising from an accident caused by a motor vehicle belonging to or operated on behalf of the Group or in respect of a motor traffic offence involving such a vehicle;
- (c) in respect of an enforcement of an arbitration award made under either Article 22 or Article 23 of this Agreement; and
- (d) in the event of the attachment, pursuant to the order of a court of law, of the salaries, wages or other emoluments owed by the Group to an officer of the Group.

(2) Subject to paragraph (1) of this Article, the Group's property and assets wherever situated shall be immune from any form of administrative or provisional judicial constraint such as requisition, confiscation, expropriation or attachment, except insofar as may be temporarily necessary in connection with the prevention of, and investigation into, accidents involving motor vehicles belonging to, or operated on behalf of, the Group.

ARTICLE 9

Exemption from taxes

(1) Within the scope of its official activities, the Group and its property and income shall be exempt from all direct taxes. Direct taxes include

income tax, capital gains tax, corporation tax and municipal rates levied on the premises of the Group with the exception of the proportion which, as in the case of diplomatic missions, represents payments for specific services rendered. Municipal rates shall in the first instance be paid by the Government and the proportion which represents payments for specific services rendered shall be recovered by them from the Group.

(2) The Group shall be accorded a refund of car tax and value added tax paid on the purchase of new motor cars of United Kingdom manufacture, and, where it is readily identifiable, value added tax paid on the supply of goods or services of substantial value, necessary for the official activities of the Group. In this connection it is envisaged that claims for refund will be made only in respect of goods or services supplied on a recurring basis or involving considerable quantities of goods or involving considerable expenditure such as the furnishing of the premises of the Group. No refund shall be made in respect of any claim for goods or services where the value of the goods or services does not amount in the aggregate to £100 sterling or more.

ARTICLE 10

Exemption from customs duties

(1) Goods whose import or export by or on behalf of the Group is necessary for the exercise of its official activities shall be exempt from all customs duties and other charges (except mere payments for services) and from all prohibitions and restrictions on import or export.

(2) The Group shall be accorded a refund of the customs duty and value added tax paid on the importation of hydrocarbon oils purchased by it and necessary for the exercise of its official activities.

ARTICLE 11

Exemption from taxes and duties

Exemption in respect of taxes or duties under Article 9 or Article 10 of this Agreement shall not be granted in respect of goods or services which may be purchased or imported for the personal benefit of a staff member of the Group.

ARTICLE 12

Re-sale

Goods which have been acquired under Article 9 or imported under Article 10 of this Agreement shall not be given away, sold, hired out or otherwise disposed of unless the appropriate authorities have been notified in advance and any necessary duties and taxes paid.

ARTICLE 13

Funds, currency and securities

The Group may receive, acquire, hold and dispose of freely any kind of funds, currencies or securities.

ARTICLE 14

Communications

(1) The Government shall permit and protect unrestricted communication on the part of the Group for all official purposes. The Group may employ all appropriate means of communication, including messages in code or cypher. However, the Group may install and use a wireless transmitter only with the consent of the appropriate authorities. The Secretary-General shall permit the inspection of wireless transmitting apparatus at all reasonable times by the appropriate authorities.

(2) No censorship shall be applied to official communications of the Group by whatever means of communication.

ARTICLE 15

Circulation of publications

The circulation of publications and other information material sent by or to the Group within the scope of its official activities shall not be restricted in any way.

ARTICLE 16

Representatives

(1) Representatives shall enjoy, while exercising their functions and in the course of their journeys to and from the place of meeting, the following privileges and immunities:

- (a) immunity from arrest and detention and from seizure of their personal luggage, except when found committing, attempting to commit, or just having committed an offence;
- (b) immunity from jurisdiction (even after the termination of their mission) in respect of acts, including words written or spoken, done by them in the exercise of their functions; this immunity shall not however apply in the case of a motor traffic offence committed by a representative nor in the case of damage caused by a motor vehicle belonging to or driven by him;
- (c) inviolability for all their official papers and documents;
- (d) exemption for themselves and their spouses from all measures restricting entry, from charges for visas and from registration formalities for the purpose of immigration control;

(e) unless they are residents of the United Kingdom for the purpose of exchange control, the same exchange control treatment as is accorded to diplomatic agents; and

(f) the same customs facilities as regards their personal luggage as are accorded to diplomatic agents.

(2) The provisions of the preceding paragraph shall be applicable irrespective of the relations existing between the Governments which the persons referred to represent and the Government of the United Kingdom and are without prejudice to any special immunities to which such persons may be entitled.

(3) The privileges and immunities described in paragraph (1) of this Article shall not be accorded to any representative of the Government or to any citizen of the United Kingdom and Colonies.

(4) Privileges and immunities are accorded to representatives in order to ensure complete independence in the exercise of their functions in connection with the Group. A Member State shall waive the immunity of its representative where the immunity would impede the course of justice and where it can be waived without prejudicing the purposes for which it was accorded.

(5) In order to assist the Government to implement the provisions of this Article, the Group shall as far as possible inform the Government of the names of representatives in advance of their arrival in the United Kingdom.

ARTICLE 17

Staff members

Staff members of the Group:

(a) shall have (even after they have left the service of the Group) immunity from jurisdiction in respect of acts done by them in the exercise of their functions, including words written or spoken; this immunity shall not however apply in the case of a motor traffic offence committed by a staff member nor in the case of damage caused by a motor vehicle belonging to or driven by him;

(b) shall be exempt from any obligations in respect of military service; and members of their families forming part of their households shall enjoy the same exemption, provided that this exemption shall not apply to any person who is a citizen of the United Kingdom and Colonies;

(c) shall enjoy inviolability for all their official papers and documents;

(d) shall enjoy exemption from all measures restricting immigration, from charges for visas and from registration formalities for the purpose of immigration control; and members of their families forming part of their households shall enjoy the same facilities;

(e) unless they are citizens of the United Kingdom and Colonies or permanently resident in the United Kingdom shall be accorded the

treatment in matters of exchange control which is accorded to a diplomatic agent in the United Kingdom of the State in which they were resident for exchange control purposes when appointed to their posts with the Group; and

- (f) unless they are citizens of the United Kingdom and Colonies or permanently resident in the United Kingdom, shall, at the time of first taking up their post in the United Kingdom, be exempt from customs duties and other customs charges (except mere payments for services) in respect of import of their furniture and personal effects (including one motor car each) in their ownership or possession or already ordered by them and intended for their personal use or for their establishment. Such goods shall normally be imported within three months of their first entry into the United Kingdom, but in exceptional circumstances an extension of this period may be granted. The privilege shall be subject to the conditions governing the disposal of goods imported into the United Kingdom free of duty and to the general restrictions applied in the United Kingdom to all imports.

ARTICLE 18

Experts

Experts (other than staff members) in the exercise of their functions in connection with the Group or in carrying out missions for the Group shall enjoy the following to the extent that they are necessary for the carrying out of their functions, including journeys made in carrying out their functions and in the course of such missions:

- (a) even after they have ceased to be employed by the Group immunity from jurisdiction in respect of acts done by them in the exercise of their functions, including words written or spoken, except in the case of a motor traffic offence committed by an expert or in the case of damage caused by a motor vehicle belonging to or driven by him; and
- (b) inviolability for all their official papers and documents.

ARTICLE 19

Income tax

(1) The staff members of the Group shall be subject to a tax imposed by the Group for its benefit on salaries and emoluments paid by the Group. From the date on which this tax is applied such salaries and emoluments shall be exempt from United Kingdom income tax, but the Government shall retain the right to take these salaries and emoluments into account for the purpose of assessing the amount of taxation to be applied to income from other sources.

(2) In the event that the Group operates a system for the payment of pensions and annuities to its former staff members, the provisions of paragraph (1) of this Article shall not apply to such pensions and annuities.

ARTICLE 20

Object of privileges and immunities. Waiver

(1) The privileges and immunities accorded in this Agreement to staff members and experts are provided solely to ensure in all circumstances the unimpeded functioning of the Group and the complete independence of the persons to whom they are accorded.

(2) The Secretary-General has the right and the duty to waive such immunities (other than his own) when he considers that such immunities are preventing the carrying out of justice and when it is possible to dispense with them without prejudicing the interests of the Group. In respect of the Secretary-General, the Group may waive his immunities.

ARTICLE 21

Co-operation

The Group shall co-operate at all times with the appropriate authorities in order to prevent any abuse of the privileges and immunities and facilities provided for in this Agreement. The right of the Government to take all precautionary measures in the interests of its security shall not be prejudiced by any provision in this Agreement.

ARTICLE 22

Arbitration

Where the Group enters into contracts (other than contracts concluded in accordance with staff regulations) with a person resident in the United Kingdom or a body incorporated or having its principal place of business in the United Kingdom and embodies the terms of the contract in a formal instrument, that instrument shall include an arbitration clause whereby any disputes arising out of the interpretation or execution of the contract may at the request of either party be submitted to private arbitration.

ARTICLE 23

Submission to an International Arbitration Tribunal

The Group shall, at the instance of the Government, submit to an international arbitration tribunal any dispute:

- (a) arising out of damage caused by the Group;
- (b) involving any other non-contractual responsibility of the Group; or
- (c) involving a staff member or expert of the Group, in which the person concerned can claim immunity from jurisdiction under this Agreement and that immunity has not been waived.

ARTICLE 24

Notification of appointment. Cards

(1) The Group shall inform the Government when a staff member or expert takes up or relinquishes his post. Furthermore the Group shall from time to time send to the Government a list of all staff members and experts. In each case the Group shall indicate whether a staff member is a citizen of the United Kingdom and Colonies or permanently resident in the United Kingdom.

(2) The Government shall issue to all staff members and experts on notification of their appointment, a card bearing the photograph of the holder and identifying him as a staff member. This card shall be accepted by the appropriate authorities as evidence of identity and appointment. The Group shall return the card to the Government when the holder relinquishes his duties.

ARTICLE 25

Modification

At the request either of the Government or of the Group consultations shall take place respecting the implementation, modification or extension of this Agreement. Any understanding, modification or extension may be given effect by an Exchange of Letters between a representative of the Government and the Secretary-General (after approval by the Group).

ARTICLE 26

Disputes

Any dispute between the Government and the Group concerning the interpretation or application of this Agreement or any question affecting the relations between the Government and the Group which is not settled by negotiation or by some other agreed method shall be referred for final decision to a panel of three arbitrators. One of those arbitrators shall be chosen by Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs, one shall be chosen by the Secretary-General and the third, who shall be the Chairman of the Tribunal, shall be chosen by the first two arbitrators. Should the first two arbitrators fail to agree upon the third within one year of their own appointment, the third arbitrator, at the request of the Government or of the Group, shall be chosen by the President of the International Court of Justice.

ARTICLE 27

Entry into force and termination

(1) This Agreement shall enter into force on signature.

(2) This Agreement may be terminated by agreement between the Government and the Group. In the event of the Headquarters of the

Group being moved from the territory of the United Kingdom, this Agreement shall, after the period reasonably required for such transfer and the disposal of the property of the Group in the United Kingdom, cease to be in force.

In witness whereof the respective representatives have signed this Agreement.

Done in duplicate at London this 21st day of December 1978.

For the Government of the United Kingdom of Great Britain and Northern Ireland:

EVAN LUARD

For the International Lead and Zinc Study Group:

W. KEITH BUCK

Printed in England by Her Majesty's Stationery Office

20972—1 311247 Dd 0291779 K11 5/79

ISBN 0 10 175380 2