

December 22, 1966

**AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF
THE PHILIPPINES AND THE ASIAN DEVELOPMENT BANK
REGARDING THE HEADQUARTERS OF THE ASIAN DEVELOPMENT
BANK**

ASIAN DEVELOPMENT BANK

Headquarters of the Bank

Agreement signed at Manila 22 December 1966;

Entered into force 28 July 1967.

The Government of the Republic of the Philippines and the Asian Development Bank,

Desiring to conclude an agreement regarding the principal office of the Asian Development Bank in the Philippines and the privileges, immunities and facilities to be granted by the Government of the Republic of the Philippines and other related matters;

Have agreed as follows:

ARTICLE I

DEFINITIONS

SECTION 1

The following words, unless otherwise specifically provided, shall mean:

- (a) "Government": the Government of the Republic of the Philippines;
- (b) "Bank": the Asian Development Bank and its subsidiary bodies;
- (c) "President": the President of the Bank and, during his absence or incapacity, the officer authorized to act as President;
- (d) "Laws of the Republic of the Philippines": the Constitution of the Philippines, legislative acts, municipal ordinances, judicial and quasi-judicial decisions and government regulations and orders;
- (e) "Headquarters Seat": (i) the land together with the buildings erected thereon as defined in Annex A hereof; (ii) any land or building which may be added by supplementary agreement; and (iii) the temporary offices as may be agreed upon between the Government and the Bank;
- (f) "Member": a member of the Bank;
- (g) "Governors": Governors of the Bank and unless otherwise specified, their Alternates and Temporary Alternates;
- (h) "Other Representatives of Members": All accredited officials of delegations of Members;

- (i) "Directors": Directors of the Bank and, unless otherwise specified, their Alternates and Temporary Alternates;
- (j) "Meetings of the Bank": Meetings of the Board of Governors, the Board of Directors or any of their Committees or sub-groups or any other meeting convened by the Bank;
- (k) "Archives of the Bank": Records, correspondence, documents, manuscripts, still and moving pictures and films and sound recordings, belonging to, or held by the Bank;
- (l) "Officers and Staff of the Bank"; All duly appointed personnel of the Bank;
- (m) "Dependents": Parents, spouses, children, brothers and sisters of a person entitled to benefits under this Agreement and primarily dependent on such person for financial support;
- (n) "Members of the household staff": Persons, other than Philippine nationals, employed in the domestic staff of a person entitled to benefits under this Agreement; and
- (o) "Property": Assets, funds, income and rights belonging to or held or administered by the Bank.

ARTICLE II

JURIDICAL PERSONALITY AND FREEDOM OF ACTION

SECTION 2

The Bank shall possess full juridical personality and, in particular, full capacity:

- (a) to contract;
- (b) to acquire and dispose of immovable and movable property; and
- (c) to institute legal proceedings.

SECTION 3

The Bank shall have the independence and freedom of action belonging to an international organization.

SECTION 4

The Bank, its Governors, other representatives of Members, Directors, President, officers and staff, and experts and consultants performing missions for the Bank shall enjoy full freedom of meeting, discussion and decision.

ARTICLE III

IMMUNITY FROM JUDICIAL PROCEEDINGS

SECTION 5

The Bank shall enjoy immunity from every form of legal process, except in cases arising out of or in connection with the exercise of its powers to borrow money, to

guarantee obligations, or to buy and sell or underwrite the sale of securities, in which cases actions may be brought against the Bank in a court of competent jurisdiction in the Republic of the Philippines.

SECTION 6

Notwithstanding the provisions of Section 5 of this Article, no action shall be brought against the Bank by the Government, or by any of its agencies or instrumentalities or by any entity or person directly or indirectly acting for or deriving claims, from the Government or from any of its agencies or instrumentalities.

The Government shall have recourse to such special procedures for the settlement of controversies between the Bank and its Members as may be prescribed in the Agreement Establishing the Asian Development Bank, in the ByLaws and regulations of the Bank or in contracts entered into with the Bank.

SECTION 7

Property of the Bank shall, wherever located and by whomever held, be immune from all forms of seizure, attachment or execution before the delivery of final judgment against the Bank.

ARTICLE IV

THE HEADQUARTERS SEAT OF THE BANK

SECTION 8

The principal office of the Bank shall be in the headquarters seat and shall not be removed therefrom unless the Bank should so decide.

SECTION 9

The Government shall not dispose of all or any part of the headquarters seat without the consent of the Bank.

SECTION 10

The Government grants and the Bank accepts for itself, its subsidiary bodies and affiliated institutions the permanent use and sole occupancy of the headquarters seat on the site described in Annex A hereto where a suitable building consistent with the requirements of the Bank, to be determined in consultation with the Government, will be built and furnished by the Government.

SECTION 11

The Government shall be responsible for:

- (i) The land; the cost of landscaping, parking facilities and fencing;
- (ii) The cost of construction of the building; major repairs of a non-recurring nature, including, but not limited to the repair of damage resulting from force majeure, structural defects or deterioration; the replacement, within a reasonable period, of any building or part thereof, which may be totally or partially

destroyed, and expansion or remodelling as may be agreed upon;

(iii) The installation and replacement, if necessary, of the necessary facilities and fixtures, including, but not limited to, air-conditioning, elevators, electricity, gas, telephone, water, sewerage and drainage, fire prevention and postal system; major repairs of a non-recurring nature of the said facilities, initial cost of providing necessary staff amenities, including canteen, health clinic and recreation rooms; initial cost of partitioning; and initial cost of furniture, furnishings and carpeting as agreed upon between the Bank and the Government.

SECTION 12

The Bank shall be responsible for:

(i) The maintenance of the landscape, parking facilities and fencing, and the remodelling thereof;

(ii) The maintenance and remodelling of partitioning;

(iii) The costs of maintenance of facilities and fixtures; cost of additional furniture; janitorial services; security services; electricity, telephone and water bills and charges for other public services supplied to the Bank; the cost and maintenance and replacement, if necessary, of office equipment other than furniture, furnishings and fixtures; minor repairs of a recurring nature; the up-keep through the provision of services and materials to maintain the headquarters seat in a proper and suitable condition.

SECTION 13

Until the permanent headquarters seat is ready for occupancy, the Government shall provide the Bank with suitable office accommodations and facilities to enable the Bank to carry out its purposes.

SECTION 14

With respect to the temporary offices:

(i) The Government shall be responsible for: office rentals; furniture and furnishings; and partitioning;

(ii) The Bank shall be responsible for: telephone, electricity and water bills; office equipment, janitorial services; and security services.

ARTICLE V

INVIOABILITY OF THE HEADQUARTERS SEAT

SECTION 15

The laws of the Republic of the Philippines shall apply within the headquarters seat, and the courts of the Republic of the Philippines shall have jurisdiction over acts done in the headquarters seat except as otherwise provided in this Agreement.

SECTION 16

The headquarters seat shall be inviolable, and shall be under the control and authority of the Bank, to the extent provided in this Agreement. The Bank shall have the power to make rules and regulations operative within the headquarters seat for the full and independent exercise of its operations, administration and performance of its functions.

SECTION 17

Authorities of the Republic of the Philippines, except in connection with suits and judgments against the Bank authorized by the Agreement Establishing the Asian Development Bank, shall not enter the headquarters seat to perform any official duties therein without the consent of, and under conditions agreed to by, the Bank. The Bank and the Government shall agree under what circumstances and in what manner the authorities of the Republic of the Philippines may enter the headquarters seat without prior consent of the Bank in connection with fire prevention, sanitary regulations or emergencies.

SECTION 18

The Bank shall prevent the headquarters seat from becoming a refuge for fugitives from justice, or for persons subject to extradition, or persons avoiding service of legal process or a judicial proceeding.

ARTICLE VI

PROTECTION OF THE HEADQUARTERS SEAT

Section 19

The appropriate authorities of the Republic of the Philippines shall exercise due diligence to ensure that the tranquillity of the headquarters seat is not disturbed by the unauthorized entry of any person or group of persons from outside or by disturbance in its immediate vicinity and shall cause to be provided on the boundaries of the headquarters seat such police protection as is required for these purposes.

SECTION 20

If so requested by the Bank, the appropriate authorities of the Republic of the Philippines shall provide a sufficient number of police for the preservation of law and order in the headquarters seat and for the removal therefrom of persons as requested under the authority of the Bank.

SECTION 21

Consistent with applicable zoning, sanitary and building regulations, the appropriate authorities of the Republic of the Philippines shall take all reasonable steps to ensure that the amenities of the headquarters seat are not prejudiced. The Bank shall take all reasonable steps to ensure that the amenities of the land in the vicinity of the