

No. 8887

PHILIPPINES
and
ASIAN DEVELOPMENT BANK

**Agreement regarding the Headquarters of the Asian
Development Bank (with annex). Signed at Manila,
on 22 December 1966**

Official text: English.

Registered by the Philippines on 29 December 1967.

PHILIPPINES
et
BANQUE ASIATIQUE DE DÉVELOPPEMENT

**Accord relatif au siège de la Banque asiatique de
développement (avec annexe). Signé à Manille, le 22
décembre 1966**

Texte officiel anglais.

Enregistré par les Philippines le 29 décembre 1967.

No. 8887. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE ASIAN DEVELOPMENT BANK REGARDING THE HEAD-QUARTERS OF THE ASIAN DEVELOPMENT BANK. SIGNED AT MANILA, ON 22 DECEMBER 1966

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 ;

¹ Came into force on 28 July 1967, the date on which the Government of the Philippines notified the Asian Development Bank of its ratification, in accordance with section 61.

(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 By-Laws 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