

No. 27501

**JAPAN
and
INTERNATIONAL TROPICAL
TIMBER ORGANIZATION**

**Headquarters Agreement. Signed at Tokyo on 27 February
1988**

Authentic text: English.

Registered by Japan on 10 August 1990.

**JAPON
et
ORGANISATION INTERNATIONALE
DES BOIS TROPICAUX**

Accord de siège. Signé à Tokyo le 27 février 1988

Texte authentique : anglais.

Enregistré par le Japon le 10 août 1990.

HEADQUARTERS AGREEMENT¹ BETWEEN THE GOVERNMENT OF JAPAN AND THE INTERNATIONAL TROPICAL TIMBER ORGANIZATION

PREAMBLE

The Government of Japan and the International Tropical Timber Organization,

Considering that, pursuant to article 3, paragraph 3, of the International Tropical Timber Agreement, 1983,² the Council decided that the headquarters of the Organization shall be in Yokohama, Japan,

Having regard to article 17, paragraph 2 of the Agreement,

Desiring to define the status, privileges and immunities of the Organization, as well as of its staff, experts and representatives of Members,

Have agreed as follows:

Article 1. DEFINITIONS AND INTERPRETATION

1. For the purpose of this Agreement the expression:

a) "Agreement of 1983" means the International Tropical Timber Agreement, 1983;

(b) "Organization" means the International Tropical Timber Organization;

(c) "Government" means the Government of Japan;

(d) "Premise of the Organization" means the buildings or parts of buildings and the land ancillary thereto used for the official purposes of the Organization, and includes conference facilities when used by the Organization;

(e) "Official activities of the Organization" includes its administrative activities and those undertaken pursuant to the Agreement of 1983, or any succeeding agreement;

(f) "Member" has the meaning ascribed to it in article 2, paragraph 3, of the Agreement of 1983, or in any succeeding agreement;

(g) "Representatives" means representatives of Members and in each case means representatives, their alternates and advisers referred to in article 6, paragraph 2, of the Agreement of 1983, or in any succeeding agreement;

(h) "Executive Director" means the Executive Director of the Organization and includes the senior staff member when acting in place of the Executive Director in his absence;

(i) "Staff members" means the Executive Director and all staff appointed by him in accordance with article 16, paragraph 4, of the Agreement of 1983, or any succeeding agreement;

¹ Came into force on 27 May 1988, the date of an exchange of notes by which the Government and the Organization indicated their acceptance of the Agreement, in accordance with article 24 (1).

² United Nations, *Treaty Series*, vol. 1393, p. 67.

(j) "Dependants" means the spouse of the staff member and his dependent children below the age of 20 and includes children aged 20 and above if they are mentally or physically incapacitated and thus incapable of self support;

(k) "Experts" means persons other than staff members of the Organization who perform missions authorized by the Council, serve committees or subsidiary bodies of the Council referred to in article 24 of the Agreement of 1983, or in any succeeding agreement, or consult at its request with the Organization;

(l) "Council" means the International Tropical Timber Council;

(m) "Minister" means the Minister for Foreign Affairs of Japan.

2. This Agreement shall be interpreted in the light of the primary objective of enabling the Organization, at its headquarters in Japan, fully and efficiently to discharge its responsibilities and fulfil its purposes and functions.

Article 2. LEGAL STATUS OF THE ORGANIZATION

The Organization 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 3. INVIOABILITY OF ARCHIVES

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

Article 4. INVIOABILITY OF PREMISES

1. The premises of the Organization shall be inviolable. The Government shall use its best efforts within the laws and regulations of Japan to protect the premises of the Organization against any person or group of persons attempting unauthorized entry into or purposely disturbing the tranquility of the premises of the Organization in their immediate vicinity. No official of the Government or persons exercising any public authority within Japan shall enter the premises of the Organization to perform any official duties therein except with the consent of, and under the conditions agreed to by, the Executive Director or at his request. Such consent may be assumed in case of fire or other emergencies requiring prompt protective action.

2. The Organization shall not permit the premises of the Organization to be used as a refuge by persons who are avoiding arrest under any law of Japan, who are required by the Government for extradition to another country, or who are endeavouring to avoid service of legal process.

Article 5. PREMISES

The Government shall ensure that suitable premises, with the fittings, furniture and equipment, as well as conference facilities, shall be made available gratis for the use of the Organization, and that necessary gas, electricity, water and fire protection shall be supplied gratis for the premises of the Organization.

Article 6. FLAG AND EMBLEM

The Organization shall be entitled to display its flag and emblem on its premises and on the means of transport of the Organization and of its Executive Director.

Article 7. IMMUNITY FROM JURISDICTION

1. The Organization shall enjoy immunity from every form of legal process except in so far as in any particular case it has expressly waived its immunity. It is, however, understood that no waiver of immunity shall imply waiver of immunity in respect of the execution of judgement, for which a separate waiver by the Organization shall be necessary.

2. The property and assets of the Organization, wherever located and by whomsoever held, shall be immune from search, seizure, confiscation, sequestration, expropriation and any other form of interference, whether administrative, judicial or legislative, except with the consent of and under the conditions agreed to by the Executive Director.

3. The provisions of paragraphs 1 and 2 above shall not apply:

(a) In the case of an enforcement of an arbitration award made under article 21 paragraph 1;

(b) In the case of civil proceedings brought by a third party in respect of damage caused by a motor vehicle belonging to or operated on behalf of the Organization, or in the case of a motor traffic offence involving such a vehicle.

Article 8. EXEMPTION FROM TAXES AND CUSTOMS DUTIES FOR THE ORGANIZATION

1. Within the scope of its official activities, the Organization and its property, assets and income shall be:

(a) Exempt from all direct taxes except those which are, in fact, no more than charges for public utility services;

(b) Exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the Organization for its official use. It is understood, however, that articles imported under such exemption will not be sold in Japan except under conditions agreed with the Government;

(c) Exempt from customs duties and prohibitions and restrictions on imports and exports in respect of its publications.

2. While the Organization will not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property which form part of the price to be paid, nevertheless when the Organization is making important purchases for the official use of property on which such duties and taxes have been charged or are chargeable, the Government will, whenever possible, make appropriate administrative arrangements for the remission or return of the amount of duty or tax.

Article 9. FUNDS, CURRENCY AND SECURITIES

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

Article 10. COMMUNICATIONS

1. All official communications directed to the Organization, or to any of its staff members at the headquarters, and all official outward communications of the Organization, by whatever means or in whatever form transmitted, shall be immune from censorship and from any other form of interception or interference with their