

No. 32554

**UNITED NATIONS
and
GERMANY**

Agreement concerning the Occupancy and Use of the United Nations Premises in Bonn (with annexes). Signed at New York on 13 February 1996

Authentic texts: English and German.

Registered ex officio on 13 February 1996.

**ORGANISATION DES NATIONS UNIES
et
ALLEMAGNE**

Accord relatif à l'occupation et à l'emploi des locaux de l'Organisation des Nations Unies à Bonn (avec annexes). Signé à New York le 13 février 1996

Textes authentiques : anglais et allemand.

Enregistré d'office le 13 février 1996.

AGREEMENT¹ BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY CONCERNING THE OCCUPANCY AND USE OF THE UNITED NATIONS PREMISES IN BONN

The United Nations and the Government of the Federal Republic of Germany,

Whereas on 10 November 1995 the United Nations and the Federal Republic of Germany concluded an Agreement concerning the Headquarters of the United Nations Volunteers Programme² (hereinafter referred to as "the Headquarters Agreement");

Whereas the Government of the Federal Republic of Germany (hereinafter referred to as "the Government") has offered to provide to the United Nations the Premises in Bonn owned by the Federal Republic of Germany, free of rent and on a permanent basis, as specified under this Agreement;

Whereas the United Nations has accepted the offer of the Government and has agreed to occupy and use the Premises;

Whereas the United Nations acknowledges that the offer of the Government to provide premises in Bonn to the Secretariat of the United Nations Framework Convention on Climate Change,³ free of rent and on a permanent basis, has been accepted by the Conference of the Parties to that Convention; and

Whereas the United Nations and the Government (hereinafter referred to as "the Parties") wish to conclude a Supplementary Agreement setting out the terms and conditions for the occupancy and use of the Premises in Bonn.

¹ Came into force provisionally on 13 February 1996 by signature, in accordance with article 11 (3).

² United Nations, *Treaty Series*, vol. 1895, No. I-32310.

³ *Ibid.*, vol. 1771, No. I-30822.

Have agreed as follows:

ARTICLE 1
DEFINITIONS

For the purpose of the present Agreement, the definitions in the Headquarters Agreement shall apply. In addition, the following definitions shall apply:

(a) "the Premises" means the property of the Federal Republic of Germany, being the buildings and structures, equipment and other installations and facilities, as well as the surrounding grounds, located on Martin-Luther-King-Strasse 8, in Bonn, Federal Republic of Germany, as described in Annex 1;

(b) "the representative of the United Nations" means the person designated to represent the United Nations for the purposes of this Agreement;

(c) the "intergovernmental entities institutionally linked to the United Nations" means the Secretariat of the United Nations Framework Convention on Climate Change and such other intergovernmental entities to be located on the Premises as may be agreed upon by the Parties.

ARTICLE 2
PURPOSES AND SCOPE OF THE AGREEMENT

The present Agreement serves to establish the terms and conditions under which the Premises transferred by the Government to the United Nations shall be occupied and used by the United Nations as the Headquarters of the United Nations Volunteers Programme, and by other Offices of the United Nations, as well as by other intergovernmental entities institutionally linked to the United Nations.

ARTICLE 3

PREMISES

1. The Government hereby agrees to transfer the Premises permanently to the United Nations with the right to occupy and use the Premises, free of rent, for the purposes of and in accordance with the Headquarters Agreement and the present Agreement. Without prejudice to the foregoing, the Premises shall remain the property of the Federal Republic of Germany.

2. The Premises shall form part of the Headquarters district as defined in the Headquarters Agreement.

3. The United Nations shall have the right to quiet and peaceful occupancy and use of the Premises as provided under this Agreement, without undue interruptions and disturbances, for the conduct of its activities.

4. The Government shall make every effort to ensure that the use of the vicinity of the Premises shall not adversely affect the usefulness of the Premises to the United Nations.

5. The Government shall make the Premises available to the United Nations, as of 1 July 1996, together with an inventory list of the equipment provided by the Government to be agreed upon by the Parties.

6. The Government undertakes to ensure that prior to the move into the Premises, the buildings are properly prepared for occupancy and use by the UNV and, as appropriate, by the respective Offices of the United Nations and by intergovernmental entities institutionally linked to the United Nations.

ARTICLE 4

OCCUPANCY AND USE OF THE PREMISES

1. The Premises shall be occupied and used by the United Nations as the Headquarters of the UNV, by other Offices of the United

Nations, as well as by intergovernmental entities institutionally linked to the United Nations.

2. The United Nations shall make available appropriate space in the Premises to the Secretariat of the United Nations Framework Convention on Climate Change taking into account of the offer of the Government to establish the headquarters of the Secretariat in Germany, as well as, subject to availability of space, to other intergovernmental entities institutionally linked to the United Nations.

3. The allocation of space in, the responsibilities for, and the administration of the Premises shall be determined by the United Nations in accordance with its policies and decisions; however, as far as the intergovernmental entities institutionally linked to the United Nations are concerned, this shall be in accordance with paragraph 4 below.

4. The terms and conditions under which the Premises shall be occupied and used by the intergovernmental entities institutionally linked to the United Nations shall be determined in separate arrangements between the United Nations and such entities. Such arrangements shall make provisions inter alia for adequate occupancy and use of the Premises and for proportionate sharing of the costs associated with all the relevant aspects of the occupancy, use and maintenance of the Premises, including insurance, repairs, security and other expenses, as provided under this Agreement.

ARTICLE 5

MAINTENANCE, RESTORATION AND ALTERATIONS

1. The Government shall be responsible, at its own expense, for the restoration, renovation and major repairs to the Premises including structural repairs and replacements to the buildings, installations, fixtures and equipment, such as building control equipment, air conditioning and heating equipment, pipes, plumbing and electrical wiring.