

**No. 51602. United Nations and
United Republic of Tanzania**

AGREEMENT BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA CONCERNING THE HEADQUARTERS OF THE INTERNATIONAL RESIDUAL MECHANISM FOR CRIMINAL TRIBUNALS. DAR ES SALAAM, 26 NOVEMBER 2013

SUPPLEMENTARY AGREEMENT TO THE AGREEMENT BETWEEN THE UNITED NATIONS AND THE UNITED REPUBLIC OF TANZANIA CONCERNING THE HEADQUARTERS OF THE INTERNATIONAL RESIDUAL MECHANISM FOR CRIMINAL TRIBUNALS, FOR THE PREMISES OF THE MECHANISM (WITH ANNEX). DAR ES SALAAM, 5 FEBRUARY 2014*

Entry into force: 5 February 2014 by signature, in accordance with article 12

Authentic text: English

Registration with the Secretariat of the United Nations: ex officio, 5 February 2014

**No UNTS volume number has yet been determined for this record. The Text(s) reproduced below, if attached, are the authentic texts of the agreement /action attachment as submitted for registration and publication to the Secretariat. For ease of reference they were sequentially paginated. Translations, if attached, are not final and are provided for information only.*

**N° 51602. Organisation des Nations
Unies et République-Unie de
Tanzanie**

ACCORD ENTRE L'ORGANISATION DES NATIONS UNIES ET LE GOUVERNEMENT DE LA RÉPUBLIQUE-UNIE DE TANZANIE RELATIF AU SIÈGE DU MÉCANISME INTERNATIONAL APPELÉ À EXERCER LES FONCTIONS RÉSIDUELLES DES TRIBUNAUX PÉNAUX. DAR ES-SALAAM, 26 NOVEMBRE 2013

ACCORD SUPPLÉMENTAIRE À L'ACCORD ENTRE L'ORGANISATION DES NATIONS UNIES ET LA RÉPUBLIQUE-UNIE DE TANZANIE RELATIF AU SIÈGE DU MÉCANISME INTERNATIONAL APPELÉ À EXERCER LES FONCTIONS RÉSIDUELLES DES TRIBUNAUX PÉNAUX, POUR LES LOCAUX DU MÉCANISME (AVEC ANNEXE). DAR ES-SALAAM, 5 FÉVRIER 2014*

Entrée en vigueur : 5 février 2014 par signature, conformément à l'article 12

Texte authentique : anglais

Enregistrement auprès du Secrétariat des Nations Unies : d'office, 5 février 2014

**Aucun numéro de volume n'a encore été attribué à ce dossier. Les textes disponibles qui sont reproduits ci-dessous sont les textes originaux de l'accord ou de l'action tels que soumis pour enregistrement. Par souci de clarté, leurs pages ont été numérotées. Les traductions qui accompagnent ces textes ne sont pas définitives et sont fournies uniquement à titre d'information.*

[ENGLISH TEXT – TEXTE ANGLAIS]

**Supplementary Agreement to the Agreement between
the United Nations and the United Republic of Tanzania
Concerning the Headquarters of the International
Residual Mechanism for Criminal Tribunals, for the Premises of the Mechanism**

WHEREAS Article 3 of the Statute of the International Residual Mechanism for Criminal Tribunals (hereinafter the “Mechanism”), attached as Annex 1 to Security Council resolution 1966 (2010) adopted on 22 December 2010, provides that the branch of the Mechanism for the International Criminal Tribunal for Rwanda (hereinafter the “ICTR”) shall have its seat in Arusha;

WHEREAS the Agreement between the United Nations and the United Republic of Tanzania concerning the Headquarters of the International Residual Mechanism for Criminal Tribunals (hereinafter the “Headquarters Agreement”) was signed in Dar es Salaam on 26 November 2013;

WHEREAS the Government of the United Republic of Tanzania (hereinafter the “Government”) offered to provide land in Arusha at no cost to the United Nations for the premises of the branch of the Mechanism for the ICTR;

WHEREAS the General Assembly of the United Nations, by resolution 67/244B of 12 April 2013, has authorised the activities related to all phases of the construction of the premises of the Mechanism in Arusha;

WHEREAS, in connection with the Headquarters Agreement, the United Nations and the Government wish to provide for the terms and conditions for a grant of land in Arusha to the United Nations for the premises of the branch of the Mechanism for the ICTR;

NOW THEREFORE, the United Nations and the United Republic of Tanzania (hereinafter the “Parties”) agree as follows:

**Article 1
Grant of Right of Occupancy in Respect of Land**

1. The Government hereby agrees to grant to the United Nations and the United Nations accepts, free of any charges, taxes, levies or other imposts, a ninety-nine (99) year exclusive right of occupancy to the parcel of land, described and delineated in the map attached as Annex I to this Agreement, measuring approximately 6.549 Hectares (corresponding to approximately 16.17 acres) in Arusha in an area known as Lakilaki (hereinafter the “Land”), inclusive of the rights set forth in this Agreement including the right to construct and own buildings, structures and other improvements now or hereafter placed thereon (hereinafter the “Right of Occupancy”).

2. The Land shall be used by the United Nations as the premises of the Mechanism including all ancillary facilities required, as determined by the United Nations, for the immediate and future requirements of the Mechanism and may be transferred, assigned or sublet by the United Nations, in whole or in part, to other United Nations or United Nations-related organs, programmes, funds, institutes, agencies, commissions, committees, tribunals, missions, departments, or offices.

3. The Government shall promptly issue a certificate of occupancy in respect of the Land, in the name of the United Nations, and shall convey evidence of such certification within thirty (30) days from the date of the entry into force of this Agreement, provided, however, that failure to do so shall have no effect on the rights of the United Nations to use the Land as set forth in this Agreement, including, but not limited to, in Article 4. The certificate of occupancy shall be consistent with the terms of this Agreement, and shall not impose any additional obligations or requirements upon the United Nations.

4. In accordance with the Headquarters Agreement, all buildings and other structures and improvements on the Land shall be exempt from any and all charges, levies, taxes and other imposts.

Article 2

Warrant of Title and Intended Use

The Government hereby warrants and covenants as follows:

- (a) That it is the absolute and exclusive owner of the Land and has the power to convey a full and effective Right of Occupancy in respect thereof as provided under this Agreement;
- (b) That the Land is now and shall remain free of any and all claims, encumbrances, liens, rights or interests of third parties;
- (c) That, to the Government's knowledge, the Land is suitable for its intended use by the United Nations;
- (d) That, to the Government's knowledge, there are no known hazardous materials or environmental contaminants on, in or under the Land; and
- (e) That the United Nations shall have no obligation to pay any compensation for third party claims, whether past, present or future, in respect of the Land and, should any such claim be brought against the United Nations, the Government shall indemnify and hold the United Nations harmless.

Article 3

Clearance of the Land and other obligations relating to the Land

1. The Government shall, within thirty (30) days from the date of the entry into force of this Agreement, relocate any and all persons or livestock occupying or using the Land and remove any and all buildings and other structures standing on it.

2. The Government shall provide suitable temporary access roads up to the boundary of the Land and provide temporary electrical and water supply to the main points of entry (hereinafter "MPOEs") on the Land for use during the construction of the buildings and facilities no later than 1 September 2014.

3. The Government shall ensure the Land's permanent connection to the national electricity grid and other utilities networks by constructing facilities such as mains, conduits and power lines to provide water, gas, electricity, telephone and internet service to the MPOEs on the

Land for each service in accordance with the United Nations' design and construction schedule and with sufficient time for testing and commissioning prior to expected occupancy.

4. The Government shall maintain, extend or modify permanent public roads so as to provide permanent and efficient public access to the boundary of the Land and as otherwise required for use of the Land for the purposes set forth herein no later than three (3) months after the completion of construction, as determined by the United Nations. The United Nations shall notify the Government in writing at least three months prior to the date on which the United Nations expects construction to be complete for the purpose of this provision.

5. With respect to the Government's obligations in paragraphs 2, 3, and 4 of this Article, the geographic placement for the roads and MPOEs for all utilities shall be determined in consultation with the United Nations and in accordance with the United Nations' design.

6. All of the obligations under this Article shall be at the Government's own expense.

Article 4

Possession and rights accruing to the United Nations

1. Immediately upon the entry into force of this Agreement, the United Nations shall take possession of the Land. The United Nations shall have and enjoy full, quiet and undisturbed possession of the Land and the Improvements (as defined below) on it without diminution of title or possession

2. The United Nations shall have the right to:

- (a) Connect roads on the Land to adjacent public roads;
- (b) Connect to public utilities and sewage systems;
- (c) Construct and/or install all buildings, other structures and improvements (including to construct fences to enclose the Land or any part thereof) and all facilities as may be necessary for the purposes of the Mechanism or other United Nations or United Nations-related entities as determined by the United Nations and to install infrastructure, equipment, ancillary amenities and connections for utilities and sewage systems, and to make such alterations, additions or other improvements to the Land or as it deems necessary for its purposes (hereinafter, collectively, the "Improvements"); and
- (d) Use for its purposes other than commercial exploitation air, water or other natural resources, excluding minerals, under, on, above or appurtenant to the Land.

3. The United Nations undertakes:

- (a) To provide to the Government of Tanzania the information that would otherwise be required in the ordinary course in connection with design and construction of the Improvements, while not formally required to comply with the planning, building and permitting requirements, including, but not limited to, limitations on buildable area, function, setbacks, zoning, plannable areas or size; and

(b) To comply with the substantive requirements of applicable building and fire safety laws, and the height restrictions necessary for the safe operation of aircraft as notified by the Government of Tanzania promptly following signature of this Agreement.

Article 5 Amenities

The Government shall ensure that the use made of the land and buildings in the vicinity of the Land shall not diminish the amenities of the Land or otherwise adversely affect its usefulness for the purposes for which it is used by the United Nations.

Article 6 Right to Dispose

Except as otherwise provided in this Agreement, the United Nations shall not in any manner dispose of all or any part of the Land or transfer title to any building or buildings and facilities constructed therein by the United Nations.

Article 7 Reversion and Compensation

1. Upon notice by the United Nations to the Government that the Land and Improvements have ceased to be used for the aforesaid purposes, the United Nations shall execute an appropriate conveyance in order for title to the use and occupation of the Land to revert to the Government, subject to payment by the Government of fair and reasonable compensation for Improvements on the Land owned by the United Nations based on the fair value of such Improvements, as determined by the Government and the United Nations. Any dispute concerning the amount of compensation payable hereunder to the United Nations shall be settled in accordance with Article 44 of the Headquarters Agreement.

2. In the event that the Government fails promptly to compensate the United Nations as provided in paragraph 1, above, the United Nations may otherwise dispose for value of its Right of Occupancy hereby created, and, for that purpose, the United Nations may lawfully pass title to use and occupation of the Land and ownership of the Improvements to a purchaser, subject to the approval of the purchaser by the Government, which approval shall not unreasonably be withheld, and upon payment by the United Nations of fair and reasonable compensation to the Government for the remaining term of the Right of Occupancy of the Land in an unimproved state. Any dispute concerning the amount of compensation payable hereunder to the Government shall be settled in accordance with Article 44 of the Headquarters Agreement.

Article 8 Facilities and Exemptions for the Design, Construction and Maintenance of Improvements

In relation to the design, construction or maintenance of Improvements, the Government shall ensure:

(a) That the United Nations or any agent thereof (which agency shall be evidenced by written documentation signed by a duly authorized representative of the United Nations) shall