

**No. 52185\***

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**International Fund for Agricultural Development  
and  
Ethiopia**

**Basic Agreement between the Government of the Federal Democratic Republic of Ethiopia  
and the International Fund for Agricultural Development. Rome, 29 July 2010**

**Entry into force:** 29 July 2010 by signature, in accordance with article 15

**Authentic text:** *English*

**Registration with the Secretariat of the United Nations:** *International Fund for Agricultural  
Development, 22 October 2014*

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**Fonds international de développement agricole  
et  
Éthiopie**

**Accord de base entre le Gouvernement de la République fédérale démocratique d'Éthiopie  
et le Fonds international de développement agricole. Rome, 29 juillet 2010**

**Entrée en vigueur :** 29 juillet 2010 par signature, conformément à l'article 15

**Texte authentique :** *anglais*

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[ ENGLISH TEXT – TEXTE ANGLAIS ]

**BASIC AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE FEDERAL DEMOCRATIC REPUBLIC OF  
ETHIOPIA  
AND  
THE INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT**

The Government of Federal Democratic Republic of Ethiopia (hereinafter referred as "the Government") and the International Fund for Agricultural Development (hereinafter referred to as "IFAD");

**WHEREAS** IFAD has decided to establish a country office in Addis Ababa, Ethiopia;

**WHEREAS** the Government welcomes the establishment of the Country Office and undertakes to assist IFAD in securing all the necessary facilities for its establishment and operation,

**HAVE AGREED** as follows:

**Article I**

**Definitions**

For the purposes of the present Agreement:

- a. "IFAD" means International Fund For Agricultural Development;
- b. "Country" means the Federal Democratic Republic of Ethiopia;
- c. "Appropriate Ethiopian Authorities" means such federal or regional authorities in Ethiopia as may be appropriate in the context and in accordance with the laws and customs applicable in Ethiopia.
- d. "Parties" means the Government and IFAD;

- e. "United Nations" means the United Nations established by the Charter of the United Nations on 26 June 1945;
- f. "President" means the President of IFAD or any officer designated to act as such on his/her behalf;
- g. "Representative" means IFAD staff member representing IFAD in the Country;
- h. "Officials of the Country Office" means the Representative and all staff to the country office, in accordance with IFAD rules and regulations, with the exception of those staffs recruited locally and remunerated on hourly rates;
- i. "Expert on Mission" means persons, other than Officials of IFAD, undertaking missions for IFAD;
- j. "Country Office" means any location used by IFAD in the Country for the conducting of operational and administrative activities;
- k. "Property of the Country Office" means all property, including funds, incomes and other assets, belonging to IFAD or held or administered by same in furtherance of its official functions;
- l. "Archives of the Country Office" includes all records, correspondence, documents, manuscripts, computer records, still and motion pictures, films and sound recordings, belonging to or held by IFAD in furtherance of its official functions; and
- m. "Telecommunication" means any emission, transmission or reception of written or verbal information, images, sound or information of any nature by wire, radio, satellite, optical fiber or any other electronic or electromagnetic means.

## **Article 2**

### **Purpose**

This Agreement shall regulate matters relating to or arising out of the presence and operations of the Country Office of IFAD in the Country.

## **Article 3**

### **Juridical Personality and Flag**

- 1. The Government recognizes the juridical personality of the Country Office and in particular its capacity to:
  - a. Contract;

- b. Acquire and dispose of immovable and movable property in accordance with the law of the Country; and
  - c. Institute judicial proceeding.
2. The Country Office shall have the right to display its flag, and/or other United Nations identifiers on its premises and vehicles.

#### **Article 4**

##### **The Country Office**

The Government undertakes to facilitate to the extent its capacity allows, as of the date of entry into force and during the life of this Agreement, the use and occupancy of premises and the use of installations suitable for the operation of the Country Office, as defined in Article 1 of this Agreement, in the implementation of this provision:

- a. The Appropriate Ethiopian Authorities shall exercise due diligence to ensure that the security and tranquility of the Country Office is not disturbed by any person or group of persons attempting unauthorized entry or creating disturbances in the immediate vicinity of the Country Office;
- b. If so requested by the Representative, the Appropriate Ethiopian Authorities shall provide such number of police as may be considered necessary for the preservation of order in the Country Office; and
- c. The Appropriate Ethiopian Authorities shall ensure that the Country Office is supplied with the necessary public utilities and services, including, without limitation by reason of this enumeration, fire protection, electricity, water, sewerage, post and telecommunications. When public utilities and services are supplied by Government authorities or bodies under their control, the Country Office shall be supplied at tariffs not exceeding the rates accorded to other United Nations Specialized Agencies.

#### **Article 5**

##### **Inviolability of the Country Office**

1. The premises of the Country Office shall be inviolable. No officer or official of the Country, or person exercising any public authority within Ethiopia, shall enter the premises of the Country Office to perform any duties therein except with the consent of and under conditions approved by the Representative. The Representative's consent to such entry shall be presumed in the event of fire or other analogous emergency requiring official action. The service of legal process, including the seizure of private property, may take place within the Country Office only with the consent of and under conditions approved by the Representative.

2. The Country Office shall be under the control and authority of IFAD, which shall have the power to make regulations applicable with regards to the premises for the full and independent performance of its function.
3. The Country Office shall not be used in any manner incompatible with the functions of IFAD. It shall prevent the Office from becoming a refuge from justice for persons who are avoiding arrest under any law of Ethiopia or who are required by the Government for extradition to another state or who are endeavoring to avoid service or legal process.

#### **Article 6**

##### **Property of the Country Office**

1. The property of the Country Office, wherever located in Ethiopia, shall enjoy immunity from every form of legal process, except insofar as in any particular case immunity shall have expressly been waived by the President. Waiver of immunity from legal process shall not be held to imply waiver of immunity in respect of any measure of execution, for which a separate waiver shall be necessary.
2. The archives and documents of the Country Office shall be, wherever located in Ethiopia, inviolable.

#### **Article 7**

##### **Freedom from Taxation**

1. With respect to all official activities, the Country Office and its property shall be exempt from all forms of direct taxation.
2. The Country Office shall be exempt from customs duties and all other levies as well as restrictions on goods imported or exported for its official purposes.

#### **Article 8**

##### **Financial Facilities**

Without being restricted by financial controls, regulations or moratoria of any kind, the Country Office may receive, purchase, hold and transfer funds or currencies of any kind and operate bank and similar accounts in any currency as accorded to other international organizations of similar status and in accordance with the foreign exchange regulations of Ethiopia.