

AGREEMENT  
BETWEEN  
THE UNITED NATIONS UNIVERSITY  
AND  
THE PORTUGUESE REPUBLIC  
CONCERNING  
THE UNITED NATIONS UNIVERSITY  
OPERATING UNIT ON POLICY-DRIVEN ELECTRONIC GOVERNANCE IN  
GUIMARÃES, PORTUGAL

WHEREAS the United Nations University was established as a subsidiary organ of the United Nations by General Assembly resolution 2951 (XXVII) of 11 December 1972;

WHEREAS the Council of the United Nations University decided at its 61<sup>st</sup> session in Rome, Italy, on 12-13 May 2014, to establish the United Nations University Operating Unit on Policy-Driven Electronic Governance, as an Operating Unit of the University in Guimarães, Portugal and to accept the offer of the Portuguese Republic to host the Operating Unit at Guimarães, Portugal;

WHEREAS the United Nations University Operating Unit on Policy-Driven Electronic Governance is an integral part of the United Nations University in accordance with its Charter;

WHEREAS the Portuguese Republic is party to the Convention on the Privileges and Immunities of the United Nations since 14 October 1998;

WHEREAS the said Convention is applicable to the United Nations University;

DESIRING to conclude an agreement to regulate the questions arising as a result of the establishment of a United Nations University Operating Unit on Policy-Driven Electronic Governance;

THE UNITED NATIONS UNIVERSITY AND THE PORTUGUESE REPUBLIC,

HAVE AGREED as follows:

ARTICLE 1  
DEFINITIONS

For the purpose of this Agreement:

- a) “the Parties” means the United Nations University and the Portuguese Republic;
- b) “the Convention” means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946;
- c) “the University” means the United Nations University, established by the United Nations General Assembly resolution 2951(XXVII) of 11 December 1972;
- d) “the Charter of the University” means the Charter of the University adopted by the United Nations General Assembly resolution 3081 (XXVIII) of 6 December 1973;
- e) “the Government” means the Government of the Portuguese Republic;
- f) “the Operating Unit” means the United Nations University Operating Unit on Policy-Driven Electronic Governance, an Operating Unit of the University in Guimarães, Portugal;
- g) “the Secretary-General” means the Secretary-General of the United Nations;
- h) “the Rector” means the Rector of the University or, in his/her absence, any official designated to act on his/her behalf;
- i) “the Head” means the Head of the Operating Unit or, in his/her absence, any official designated to act on his/her behalf;
- j) “the competent authorities” means the national or local authorities as the context may require, under the laws and regulations of the Portuguese Republic;
- k) “personnel of the Operating Unit” means persons who are appointed in accordance with Article VIII, paragraph 7 of the Charter of the University;

- l) “officials” means officials of the United Nations who fall within Article V of the Convention;
- m) “members of the family forming part of the household” means i) spouses of officials and personnel or ii) children of the officials and personnel who are under 18 years of age, or children under 23 years of age who are in full-time education and economically dependent, or children of any age who are dependent due to disability;
- n) “experts” means experts on mission, within the meaning of Article VI of the Convention;
- o) “premises of the Operating Unit” means the building or buildings, or a part of buildings occupied permanently or temporarily by the University or by meetings convened in the Portuguese Republic by the University for the purposes of the Operating Unit;
- p) “archives” means all records, correspondence, manuscripts, photographs, films and recordings whether in hard copy or in the electronic format belonging to or held by the University, wherever located.

## ARTICLE 2 LEGAL STATUS

The University shall have the legal status specified in Article XI of the Charter of the University and in this Agreement.

## ARTICLE 3 ACADEMIC FREEDOM

The University, including the Operating Unit, shall enjoy the academic freedom required for the achievement of its objectives, with particular reference to the choice of subjects and methods of research and training, the selection of persons and institutions to share in its tasks, and freedom of expression.

## ARTICLE 4 INVOLABILITY AND PROTECTION

1. a) The premises of the Operating Unit shall be inviolable. The competent authorities shall not enter the premises to perform any official duties therein except with the express consent of and under conditions approved by the Head, or at his/her request;

b) The University shall not permit its premises to become a refuge from justice for persons who are avoiding arrest or service of legal process or against whom an order of extradition or deportation has been issued by the competent authorities;

c) Nothing in this Agreement shall prevent the reasonable application by the competent authorities of measures for the protection of the premises against fire or other emergency requiring prompt protective action;

d) The premises shall be used solely to further the purposes and activities of the University as specified in the Statute of the Operating Unit.

2. The competent authorities shall take steps, as may be required, to protect the premises of the Operating Unit against any intrusion or damage and to prevent any disturbance of the peace of the premises of the Operating Unit or impairment of the dignity of the University.

3. Except as otherwise provided in this Agreement or in the Convention, the laws of the Portuguese Republic shall apply within the premises of the Operating Unit. However, the premises of the Operating Unit shall be under the immediate control and authority of the University which may establish regulations for the execution of its functions therein.

4. The archives of the University shall be inviolable.

5. The University shall be entitled to display its emblem on the premises of the Operating Unit and its means of transport.

## ARTICLE 5 PUBLIC SERVICES

1. The Portuguese Republic shall use its best efforts in consultation with the University to ensure under the terms and conditions set out in a separate agreement between the competent authorities and the University of Minho, that the premises of the Operating Unit shall be supplied with the necessary public utilities and services, including electricity, water, sewerage, gas, internet access, drainage, collection of refuse and fire protection free of charge.

2. In the case of interruption or threatened interruption of any such services, the competent authorities shall consider the needs of the Operating Unit as being of equal importance with those of the government departments of the Portuguese Republic and shall take steps accordingly to ensure that the work of the Operating Unit is not prejudiced.

3. The Head shall, upon request by the competent authorities, make suitable arrangements to enable the appropriate public utilities and service bodies to inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers within the premises of the Operating Unit and to carry out safety and occupational health measures.

## ARTICLE 6 PROPERTY, FUNDS AND ASSETS

1. The University, its property, funds and assets wherever located and by whomsoever held, shall enjoy immunities from every form of legal process except insofar as in any particular case the Secretary-General has expressly waived its immunity. It is, however, understood that no waiver of immunity shall extend to any measure of execution.

2. The property, funds and assets of the University, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether, by executive, administrative, judicial or legislative action.

3. Without being restricted by financial controls, regulations or moratoria of any kind, the University:

a) may hold funds, gold, or currency of any kind and operate accounts in any currency;

b) shall be free to transfer its funds, gold or currency to or from the Portuguese Republic or within the Portuguese Republic and convert any currency held by it to any other currency.

4. In exercising its rights under paragraph 3 above, the University shall pay due regard to any representation made by the Portuguese Republic insofar as it is considered that effect can be given to such representation without detriment to the interests of the University.

## ARTICLE 7 FREEDOM FROM TAXES AND DUTIES

1. The University, its assets, income and other property shall be:

a) exempt from all direct and indirect taxation;

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

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

2. In respect of equipment, provisions, supplies, fuel, materials and other goods and services purchased in, or otherwise imported into the Portuguese Republic for the official and exclusive use of the University, the Portuguese Republic shall make appropriate administrative arrangements for the remission of any excise, tax or monetary contribution payable as part of the price, including value added tax.

## ARTICLE 8 COMMUNICATIONS AND PUBLICATIONS

1. No censorship shall be applied to the official correspondence and other official communications of the University.

2. The University shall have the right to use codes and to dispatch and receive official correspondence and other official communications by courier or in sealed bags, which shall have the same privileges and immunities as diplomatic couriers and bags.

3. Without prejudice to Article 3 above, the University shall have the right to publish freely within the Portuguese Republic, in the fulfilment of its purposes and activities. It is, however, understood that the University shall respect the international conventions applicable to the Portuguese Republic relating to intellectual property.

## ARTICLE 9 PRIVILEGES AND IMMUNITIES OF OFFICIALS, PERSONNEL OF THE OPERATING UNIT AND EXPERTS

1. The provisions of the Convention shall apply to the Operating Unit and the provisions of this Agreement shall be complementary to those of the Convention.

2. Officials of the University employed at the Operating Unit shall enjoy such privileges and immunities as are provided for by Section 18 of Article V and Article VII of the Convention, regardless of their nationality.

3. In addition to the privileges and immunities set forth under paragraph 2 above, the Head and officials having the professional grade of P-5 and above, unless they are Portuguese nationals or permanent residents of the Portuguese Republic, shall be accorded the same privileges and immunities accorded by the Portuguese Republic to members of comparable rank of the diplomatic corps in the Portuguese Republic.

4. Subject to paragraph 5 below, personnel of the Operating Unit shall:

- a) be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity;
- b) be exempt from Portuguese income tax on the salaries and emoluments paid to them by the University;
- c) be immune from national service obligations;
- d) be immune, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration;
- e) be accorded the same privileges in respect of exchange facilities as accorded by the Portuguese Republic to the officials of comparable rank of the diplomatic corps accredited in the Portuguese Republic;
- f) be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys;
- g) have the right to import free of duty their furniture and effects, including motor vehicles, at the time of first entry into, or in the case of former residents of the Portuguese Republic returning to the Portuguese Republic to resume residence in the Portuguese Republic after having been residents of another country, the right, subject to the laws of the Portuguese Republic, to import free of duty their furniture and effects, including motor vehicles, at the time of their return to the Portuguese Republic.

5. Personnel of the Operating Unit who are citizens or permanent residents of the Portuguese Republic shall only enjoy the immunities and exemption specified in paragraphs 4 (a), (b) and (c) above.

6. Experts of the University shall enjoy such privileges and immunities as are provided for by Article VI and VII of the Convention. Experts other than those of Portuguese nationality or with residence status in the Portuguese Republic, shall be granted exemption from taxation on the salaries and emoluments paid to them by the University.

7. The privileges and immunities are granted by this Agreement in the interests of the United Nations and not for the personal benefit of the individuals themselves. The Secretary-General shall have the right and the duty to waive the immunity of any individual in any case where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the United Nations.

#### ARTICLE 10 EMPLOYMENT OF FAMILY MEMBERS

The members of the family forming part of the household of officials and personnel of the Operating Unit, shall upon application receive authorization for employment in accordance with the laws and regulations of the Portuguese Republic.

#### ARTICLE 11 SOCIAL SECURITY

1. The Operating Unit shall be exempted from all compulsory contributions to, and the officials and personnel of the Operating Unit shall not be required by the competent authorities to participate in, any social security scheme of the Portuguese Republic.

2. The competent authorities shall make such provisions as may be necessary to enable any of the officials and personnel of the Operating Unit who is not afforded social security coverage by the Operating Unit to participate, if the Operating Unit so requests, in the social security scheme of the Portuguese Republic.

3. Without prejudice to paragraph 1 above, the Operating Unit may, in so far as possible, arrange for participation in the social security scheme of the Portuguese Republic by the officials and personnel of the Operating Unit who are citizens or permanent residents of the Portuguese Republic to whom the Operating Unit does not grant social security protection at least equivalent to that offered under the laws and regulations of the Portuguese Republic.

ARTICLE 12  
ENTRY, STAY AND DEPARTURE

1. The competent authorities shall facilitate the entry into, and departure from the Portuguese Republic of personnel of the Operating Unit, officials and experts and other persons invited thereto on official business.
2. The Portuguese Republic shall facilitate the issuance, free of charge, and as promptly as possible, of the visas requested by the persons referred to in paragraph 1 above.
3. Paragraphs 1 and 2 shall also apply to members of the family forming part of the household of the persons referred to in those paragraphs.
4. The Operating Unit shall notify the competent authorities in advance of the names of the persons referred to in paragraph 1 above, including members of the family forming part of the household.
5. No act performed by persons referred to in paragraph 1 above in their official capacity with respect to the Operating Unit shall constitute a reason for preventing their entry into or departure from or for requiring them to leave the Portuguese Republic.

ARTICLE 13  
IDENTITY CARD AND UNITED NATIONS LAISSEZ-PASSER

1. The Portuguese Republic shall issue all officials and personnel of the Operating Unit with an identity card certifying their status under this Agreement.
2. The Portuguese Republic recognizes and accepts United Nations laissez-passers held by officials as valid travel documents.

ARTICLE 14  
RESPECT FOR THE LAWS OF THE PORTUGUESE REPUBLIC

1. Without prejudice to their privileges and immunities, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations applicable in the Portuguese Republic and not to interfere in the internal affairs of the Portuguese Republic.
2. The United Nations shall cooperate at all times with the competent authorities to facilitate the proper administration of justice, secure the observance of police regulations and avoid the occurrence of any abuse in connection with the privileges and immunities referred to in this Agreement.

ARTICLE 15  
REVISION, AMENDMENT AND MODIFICATION

1. Either Party may request in writing a revision, amendment or modification of all or any part of this Agreement.
2. Any revision, amendment or modification agreed to by the Parties shall be set forth in writing and shall form part of this Agreement.
3. Such revision, amendment or modification shall come into force on such date as may be determined by the Parties.
4. Any revision, amendment or modification shall be without prejudice to the rights and obligations arising from or based on this Agreement before or up to the date of such revision, amendment or modification.

ARTICLE 16  
SUPPLEMENTAL AGREEMENTS

The Parties may enter into such supplemental agreements as may be necessary.

ARTICLE 17  
SETTLEMENT OF DISPUTES

1. In accordance with Article VIII, Section 29 of the Convention, the University shall make provision for appropriate modes of settlement of:
  - a) disputes arising out of contracts or other disputes of a private law character to which the University is a party; and
  - b) disputes involving any personnel of the Operating Unit, official or expert who by reason of his or her official position enjoys immunity, if immunity has not been waived by the Secretary-General.
2. Any dispute between the Parties concerning the interpretation or implementation of this Agreement or of any supplemental agreement which is not settled by consultation, negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party to a tribunal of three arbitrators. Each Party shall appoint one arbitrator and the two arbitrators so appointed shall appoint a third, who shall be the chairperson. If within thirty (30) days of the request for arbitration either Party has not appointed an arbitrator, or if within fifteen (15) days of the appointment of the two arbitrators

the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator.

3. The procedure for arbitration shall be determined by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute, even if it is rendered in default of one of the Parties.

## ARTICLE 18 FINAL PROVISIONS

1. This Agreement and any amendments thereto, shall enter into force when the Parties have notified each other by exchange of letters that the respective formal procedures have been completed. Notwithstanding the retroactivity of the Agreement to the date of its signature, the Agreement shall be implemented through the adoption of the necessary acts as of the said date.

2. This Agreement shall cease to be in force:

- a) by mutual consent of the Portuguese Republic and the University in writing; or
- b) if the mandate for the creation of the Operating Unit is terminated or if it is removed from the territory of the Portuguese Republic, on the understanding that the relevant provisions in connection with the orderly termination of the operations of the Operating Unit in the Portuguese Republic and the disposal of its property therein shall remain applicable as long as necessary.

IN WITNESS WHEREOF, the representatives, being duly authorized thereto, have signed this Agreement, in duplicate in the English and Portuguese languages, both texts being equally authentic, in Lisbon, Portugal, on 23 May 2014.

FOR THE UNITED NATIONS  
UNIVERSITY

FOR THE PORTUGUESE REPUBLIC

David M. MALONE  
Rector

Luís Miguel POIARES PESSOA MADURO  
Minister in the Cabinet of the  
Prime Minister and for Regional Development

