

No. 10667

**FRANCE
and
WORLD HEALTH ORGANIZATION**

Headquarters Agreement relating to the privileges and immunities of the International Agency for Cancer Research. Signed at Paris on 14 March 1967

Authentic text: French.

Registered by France on 14 August 1970.

**FRANCE
et
ORGANISATION MONDIALE DE LA SANTÉ**

Accord de siège relatif aux privilèges et immunités du Centre international de recherche sur le cancer. Signé à Paris le 14 mars 1967

Texte authentique : français.

Enregistré par la France le 14 août 1970.

[TRANSLATION¹ — TRADUCTION²]

HEADQUARTERS AGREEMENT SIGNED AT PARIS ON
14 MARCH 1967 BETWEEN THE GOVERNMENT OF THE
FRENCH REPUBLIC AND THE WORLD HEALTH
ORGANIZATION RELATING TO THE PRIVILEGES AND
IMMUNITIES OF THE INTERNATIONAL AGENCY FOR
CANCER RESEARCH

The World Health Organization (hereinafter called “the Organization”) of the one part, and the Government of the French Republic, of the other part,

Considering resolution WHA 18.44 of the Eighteenth World Health Assembly, in which an International Agency for Research on Cancer (hereinafter called “the Agency”) was established and its Statute approved.

Considering resolution GC/1/R4 of the Governing Council establishing the headquarters of the Agency at Lyons (France),

Desiring to define by the present Agreement the privileges and immunities to be granted to the Agency on French territory,

Have agreed as follows:

Article I

The Agency shall enjoy juridical personality and, in particular, shall have the capacity:

- (a) to contract;
- (b) to acquire and dispose of immovable and movable property;
- (c) to institute legal proceedings.

Article II

The Agency shall enjoy on French territory the independence and freedom of action to which it is entitled as an international body.

¹ Translation supplied by the World Health Organization.

² Traduction fournie par l'Organisation mondiale de la santé.

³ Came into force on 2 May 1970, 30 days after the date of the last of the communications by which each of the Parties notified the other of its approval, in accordance with article XXII.

Article III

The headquarters of the Agency shall comprise the premises which it occupies, or may occupy in the future, for the requirements of its work, to the exclusion of the premises used for housing its staff.

Article IV

1. The headquarters of the Agency shall be inviolable. Agents or officials of the French Republic shall not enter to discharge their official duties except with the consent or at the request of the Director of the Agency or his representative.

2. The Agency shall not permit its headquarters to become a refuge from justice for persons who are pursued for a crime *in flagrante delicto* or against whom a warrant of arrest, a penal judgement or deportation order has been issued by the competent French authorities.

Article V

1. The Agency shall enjoy immunity from every form of legal process except in so far as in any particular case the Governing Council of the Agency has waived immunity.

2. The movable and immovable property of the Agency constituting its headquarters, wheresoever located, shall be immune from any measure of execution except where the Director of the Agency has expressly waived immunity.

3. The property referred to in paragraph 2 above shall also be immune from search, requisition, confiscation and sequestration, as well as from any other form of administrative or judicial constraint.

Article VI

The archives of the Agency, and, in general, all documents belonging to or held by it, shall be inviolable.

Article VII

1. Without being restricted by financial controls, regulations or moratoria of any kind the Agency may freely:

(a) receive and hold funds and currencies of all kinds and operate accounts in any currency;

(b) transfer its funds and currencies within French territory and from France to another country or *vice versa*.

2. In exercising its rights under this article, the Agency shall take account of all representations made to it by the Government of the French Republic in so far as it considers that these can be complied with without prejudice to its own interests.

Article VIII

The Agency, its assets, income or other property shall be exempt from all direct taxes. This exemption shall not, however, apply to taxes collected as a charge for services rendered.

Article IX

The furniture, supplies and equipment strictly necessary for the administrative and scientific functioning of the Agency, together with publications, cinematographic films or photographic documents pertaining to its functions, shall be exempt, on import or export, from payment of customs duties and tariffs and of turnover tax.

Articles within the categories of goods specified in the preceding paragraph shall also be exempt, on import or export, from all measures of prohibition or restriction.

Goods imported in virtue of these facilities may not be assigned or loaned on French territory except under conditions previously agreed to by the competent French authorities.

Article X

The Agency shall pay, under general laws and regulations, indirect taxes which form part of the cost of goods sold or services rendered.

Nevertheless, turnover taxes levied for the benefit of the State budget which relate to certain substantial acquisitions made by the Agency for its official requirements, as well as to the issue of publications pertaining to its functions, may be reimbursed under conditions to be mutually agreed upon between the Agency and the competent French authorities.

Article XI

To the fullest extent compatible with the provisions of the international conventions, regulations and arrangements to which the Government of the French Republic is party, the Agency shall enjoy, in respect of its official communications of every kind, terms at least as favourable as those accorded to diplomatic missions in France in the matter of priorities.

Article XII

1. The Government of the French Republic shall not in any way impede the movement across its frontiers to or from the Agency of any person having official duties there or invited by the Agency.

2. For this purpose the Government of the French Republic undertakes to authorize, without charge for visas and without delay, the entry into and sojourn in France, for the term of their duty or mission with the Agency, of the following persons, together with the dependent members of their families:

- (a) members of the Governing Council and Scientific Council, their alternates and advisers;
- (b) staff of the Agency;
- (c) advisers and experts.

3. Without prejudice to any special immunities that they may enjoy, the persons mentioned in paragraph 2 may not, during the whole period in which they are performing their duties or missions, be compelled by the French authorities to leave French territory, save where they have abused the residence privileges accorded to them by carrying on activities unconnected with their duties or missions with the Agency.

4. The persons specified in this article are not exempt from the application of any quarantine or public health regulations in force.

Article XIII

1. The representatives of the States participating in the sessions of the Governing Council shall enjoy, during their stay in France, for the exercise of their functions with the Agency, and during their journey to and from the place of meeting, the privileges and immunities accorded to diplomatic agents.

2. The Director-General of the Organization shall enjoy, when sojourning in France for the purpose of exercising his responsibilities in

respect of the functioning of the Agency, the privileges and immunities accorded to diplomatic agents.

Article XIV

The members of the Scientific Council, experts and advisers shall be accorded, during the exercise of their functions and when travelling to and from the Agency, the following privileges and immunities:

- (a) immunity from personal arrest or detention and from seizure of personal baggage except if caught in the act of committing an offence. In such cases the competent French authorities shall immediately inform the Director-General of the Organization or his representative of the arrest or seizure;
- (b) immunity from legal process, even after the completion of their mission, in respect of acts done, including words spoken and written, by them in the performance of their functions and within the limits of their responsibilities.

Article XV

The Director of the Agency shall be accorded during the period of his functions the privileges and immunities accorded to diplomatic agents.

Article XVI

Officials of the Agency, together with officials placed at its disposal by the Organization, shall enjoy:

- (a) immunity from legal process, even after the cessation of their functions, in respect of all acts done by them in the exercise of their functions and within the limits of their responsibilities. This immunity shall not apply in the case of infringement of the regulations concerning motor vehicle traffic by officials of the Agency, or of damage caused by a motor vehicle belonging to or driven by them;
- (b) exemption from all taxation on salaries and emoluments paid to them for their work with the Agency;
- (c) provided they formerly resided abroad, the right to import free of duty their furniture and personal effects at the time of their first installation in France;
- (d) a special residence document issued by the competent French authorities for themselves, their spouses and dependent children;

- (e) arrangements for temporary importation, free of duty, of their motor vehicle;
- (f) exemption from all national service obligations and from any other compulsory service in France.

Article XVII

The Government of the French Republic is not bound to accord to its own nationals, nor to permanent residents in France, the privileges and immunities referred to in Articles: XIII; XIV, sub-paragraph (a); XV; XVI, sub-paragraphs (c), (d), (e) and (f).

Furthermore, the Government of the French Republic is not bound to accord to its own nationals, nor to permanent residents in France, the benefit of the provisions of Article XVI, sub-paragraph (b), unless Member States adopt a system whereby the salaries and emoluments are effectively taxed by the Organization itself.

In the exercise of their functions with the Agency, French nationals and permanent residents in France shall nonetheless be accorded, even after the cessation of their functions, immunity from legal process in respect of acts, including words spoken or written, done by them in the exercise of their functions and within the limits of their responsibilities.

Article XVIII

1. The privileges and immunities provided for in this agreement are not intended for the personal benefit of those concerned. They are designed solely to ensure in all circumstances the freedom of operation of the Agency and the complete independence of the persons to whom they are accorded.

2. The Director-General of the Organization, or in his absence the Director of the Agency or, in the case of members of the Governing Council or Scientific Council and of experts and advisers, the Government of the State concerned, shall have the right and the duty to waive this immunity when they consider that it would impede the normal course of justice and that it may be waived without prejudice to the interests of the Agency.

Article XIX

The provisions of this agreement shall in no way affect the right of the Government of the French Republic to adopt all measures it may consider appropriate in the interest of the security of France and the maintenance of public order.

Article XX

1. The Agency shall be required to include in all written contracts, other than those concluded in accordance with the Staff Regulations and to which it is a party, an arbitration clause providing that any dispute that arises with regard to the interpretation or execution of the contract may, at the request of one or the other party, be submitted to independent arbitration. This arbitration clause shall specify the law applicable and the State in which the arbitrators shall sit. The arbitration procedure shall be that of the said State.

2. The execution of the award made following such arbitration shall be governed by the rules in force in the State on whose territory it is to be executed.

Article XXI

Any dispute that may arise between the Government of the French Republic and the Organization concerning the interpretation or application of the present agreement or of any supplementary agreement, and which cannot be settled by negotiation, shall, unless the parties agree otherwise, be submitted, at the request of one or the other of them, to an arbitration tribunal composed of three members, one appointed by the Director-General of the Organization, another appointed by the French Government, and a third, who shall preside over the tribunal, chosen jointly by the other two. This last member may not be either a staff member or a former staff member of the Organization or the Agency, nor a French national.

The motion instituting proceedings shall indicate the name of the arbitrator appointed by the applicant party; the defendant party shall indicate to the other party the name of the arbitrator it has appointed, within two months of receipt of the application. Failing such notification by the defendant party within the above time limit, or should the two arbitrators fail to agree on the choice of a third arbitrator within two months of the last appointment of an arbitrator, the arbitrator or the third arbitrator, as the case may be, shall be appointed by the President of the International Court of Justice at the request of the first applicant.

The decisions of the tribunal shall be binding on the parties and shall not be subject to any appeal.

Article XXII

The present Agreement shall be approved by the Government of the French Republic of the one part, and by the Agency and the Organization

of the other part. Each of the parties shall notify to the other its approval of the Agreement, which shall come into force thirty days after the date of the last notification.

Article XXIII

The present Agreement may be revised at the request of either party. In this event, the two parties shall consult together concerning the modifications to be introduced into the provisions of the Agreement; should these negotiations not lead to an agreement within one year, the present Agreement may be denounced by either party at two years' notice.

IN FAITH WHEREOF the present Agreement was done and signed at Paris on the fourteenth day of March 1967, in two copies in the French language.

For the World Health
Organization:

MARCOLINO GOMES CANDAU

For the Government
of the French Republic:

HERVÉ ALPHAND