

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED ARAB EMIRATES
AND
THE OFFICE INTERNATIONAL DES EPIZOOTIES
(WORLD ORGANISATION FOR ANIMAL HEALTH)
CONCERNING
THE ESTABLISHMENT OF AN OIE SUB-REGIONAL
REPRESENTATION OFFICE
IN
THE UNITED ARAB EMIRATES

The Government of the United Arab Emirates, hereinafter referred to as “the Government” and the Office International des Epizooties, commonly known as the World Organisation for Animal Health, hereinafter referred to as “the OIE” or “the Organisation”, and collectively hereinafter referred to as “The Parties”;

HAVING REGARD TO the International Agreement signed in Paris on 25 January 1924, creating the Office International des Epizooties;

HAVING REGARD TO the establishment in Paris of the headquarters of the Office International des Epizooties by virtue of the Agreement signed with the French Government on 21 February 1977;

HAVING REGARD TO Resolution No. XVI of 23 May 2003 entitled “Use of a common name for the Office International des Epizooties” allowing the Office International des Epizooties to use the common name “World Organisation for Animal Health”;

CONSIDERING the accession of the United Arab Emirates to the OIE on 14 April 1980;

CONSIDERING the mutual desire to establish an OIE sub-regional Representation office in Abu Dhabi, United Arab Emirates, hereinafter referred to as the “office”;

CONSIDERING Resolution No. X adopted by the World Assembly of Delegates of the OIE on 31 May 2019 which decided the creation in Abu Dhabi (United Arab Emirates) of a Sub-Regional Representation office of the OIE in accordance with Article 33 of the OIE General Rules of the OIE;

HAVING REMINDED that Article 33 of the General rules of the OIE states that all the necessary conditions for the proper functioning of the sub-regional Representation office, in particular its diplomatic status on the basis of the United Nations Convention on the Privileges and Immunities of the Specialized Agencies, the provision of adequate facilities and its triennial funding, have to be assured;

CONSIDERING the recognition by the United Arab Emirates of the internal juridical personality of the Organisation;

WISHING TO conclude an agreement to determine the privileges and immunities necessary for the functioning of the sub-regional Representation office and the accomplishment of the mission of its members of staff;

HAVE AGREED ON THE FOLLOWING PROVISIONS:

Article 1

DEFINITIONS

- a) the “archives” means all records, correspondence, documents, manuscripts, computer and media data, databases, photographs, films, video and sound recordings belonging to or held by the sub-regional Representation office or by its staff members within the scope of their official activities in the United Arab Emirates;
- b) the “Organisation” means the Office International des Epizooties (World Organisation for Animal Health);
- c) the “office” means the Organisation’s sub-regional Representation office in the United Arab Emirates;

- d) the “premises of the sub-regional Representation office” means the land and the buildings or parts of buildings used exclusively for the exercising of official activities of the Organisation’s sub-regional Representation in the United Arab Emirates in Abu Dhabi;
- e) the “host country” means the United Arab Emirates;
- f) the “Government” means the Government of the United Arab Emirates;
- g) “OIE” means the Office International des Epizooties (World Organisation for Animal Health);
- h) “Director General” means the Director General of the Office International des Epizooties (World Organisation for Animal Health);
- i) “Director of the office” means the highest-ranking staff member of the sub-regional Representation office;
- j) “staff members of the sub-regional Representation office” means:
 - i. the agents recruited and remunerated by the Organisation;
 - ii. the agents placed at the disposal of the OIE by a Member Country of the Organisation and remunerated by such Member Country;
- k) “Dependent family members” are the spouse and dependent children of staff members of the sub-regional Representation office.

Article 2

PERSONALITY AND CAPACITY

1. The Government agrees in accordance with the present Agreement to the establishment of a sub-regional Representation office for the Organisation in Abu Dhabi.
2. The office shall possess juridical personality. It shall have the capacity to conclude contracts, to acquire and dispose of movable and immovable

property and to institute legal proceedings.

3. The Government shall provide the necessary support to the office in accordance with what is agreed upon in the annexes to the present Agreement, and any subsequent amendments to the annexes as agreed by the Parties.

Article 3

PROPERTY, FUNDS AND ASSETS

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

Article 4

INVIOABILITY OF ASSETS

1. The premises of the office shall be inviolable. The property and assets of the office, 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.

2. This article does not preclude the reasonable application of fire protection regulations, health regulations or public safety matters by the competent authorities of the host country. The competent authorities of the host country and their employees and officials are not entitled to enter the office in the course of the exercise of their official duties except with the approval of the Director-General, but the approval of the Director-General is presumed in the event of an out-of-control fire or other similar disaster that threatens public

safety and it requires immediate action.

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

4. The premises of the office shall not become a refuge from justice and the Director General and the Director of the office shall not allow the office to be used to harbour persons who are avoiding arrest under the laws of the United Arab Emirates, and in any criminal offences committed in the office, the Director-General shall notify the competent authorities of the host country.

5. Without prejudice to immunities granted to the office or any of its staff members under this Agreement, in case of any procedures by the competent authorities of the host country concerning any criminal offences committed in the office, the Director-General will instruct the Director of the office to cooperate with the competent authorities to ensure that such immunities will not be misused to evade justice.

6. The office may, without being restricted by financial controls, regulations or moratoria of any kind:

- a) hold currency of any kind and operate accounts in any currency;
- b) freely transfer its funds and currency within the territory of the United Arab Emirates, or from the United Arab Emirates to other countries and vice versa, and convert any currency held by it into any other currency.

Article 5

TAXES

1. Within the scope of the official activities of the Organisation, the office, its assets, income and other property shall be:

- a) exempt from all direct taxes; it is understood, however, that the office

will not claim exemption taxes which are in fact no more than charges for public utility services;

b) refund for VAT in accordance with the applicable laws and regulations in the host country;

c) exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the office for its official use. It is understood however that articles imported under such exemption will not be sold in the country into which they were imported except under conditions agreed with the government of the host country;

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

e) in all cases, any material contrary to health, safety, laws and regulations of the United Arab Emirates shall not be imported.

Article 6

FACILITIES AND RESPECT OF COMMUNICATION

The office shall enjoy in the territory of the United Arab Emirates, for its official communications, treatment not less favourable than that accorded by the Government to any other international organization established in the United Arab Emirates in the matter of priorities, rates and taxes on mails, telegraph, radiotelephone, radiotelegraph, telephone and other communications. No censorship shall be applied to the official correspondence and other official communications of the office.

Article 7

PRIVILEGES AND IMMUNITIES

1. Staff members of the office shall:
 - a) be immune from legal process in respect of things done by them in their official capacity; they shall continue to be so immune after completion of their functions as staff members of the office;
 - b) enjoy exemption from all taxes in respect of the salaries and emoluments received in remuneration of their work at the office;
 - c) be exempt, together with their dependent family members, from immigration restrictions, while respecting registration and residency requirements in the host country;
 - d) be given, together with their dependent family members, the same repatriation facilities in time of international crisis as members of diplomatic missions;
 - e) have the right to import free of duty their furniture and effects at the time of first taking up their post in the United Arab Emirates, once only and provided that the shipment does not exceed 40 feet.
- 2) The immunities and privileges granted to the Director of the office, staff members of the office and dependent family members do not apply to traffic offenses, parking offenses and road tolls, and they must abide by the traffic laws and regulations and not abuse the immunities and privileges granted to them.
- 3) In addition to the privileges, immunities, exemptions and facilities specified in paragraph 1 of the present article, the Director of the office shall be accorded in respect of himself or herself, his or her spouse and children under the age of 18, the privileges, immunities, exemptions and facilities accorded to heads of international organizations in conformity with international law.

- 4) Privileges, immunities and facilities are granted to staff members of the office in the interests of the Organisation and not for the personal benefit of the individuals concerned. The Director General shall have the right and the duty to waive the immunity of any staff members in any case where, in his or her opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the Organisation.
- 5) The Organisation and the office shall co-operate at all times with the appropriate authorities of the United Arab Emirates to facilitate the proper administration of justice, secure the observance of the police and health regulations and prevent the occurrence of any abuse in connection with the privileges, immunities, exemptions and facilities mentioned in this Agreement.
- 6) If any staff members of the office misuse the privileges or immunities or engage in an activity contrary to the interest of this agreement, the host country shall notify the Organisation to take appropriate measures against her/him.
- 7) Neither the exemptions mentioned in sub- paragraphs (c), (d) and (e) of paragraph (1), nor those mentioned in paragraph (3) of the present Article shall apply to the staff members of the office who are nationals of the host country.

Article 8

VISA

Unless prevented by reasons of public order, the Government undertakes to authorise, without charge for visas, the entry and stay in the United Arab Emirates during the period of their appointment or mission at the office:

- a) staff members of the office and dependent family members forming part of her/his household;
- b) delegates of Members Countries to OIE, including their deputies,

experts and observers at conferences and meeting convened by the office;
c) staff members of OIE in connection with their official work duties for the office.

Article 9

SETTLEMENT OF DISPUTES

Any dispute between the Government and the Organisation concerning the interpretation or application of the present Agreement, or any annexed agreements, shall be settled by means of negotiations held in good faith through diplomatic channels. If not settled by means of negotiations held in good faith, shall be submitted for final decision, without right of appeal, to an arbitration tribunal consisting of:

- an arbitrator appointed by the Government;
- an arbitrator appointed by the Organisation;
- a third arbitrator appointed by both of the above or, in the event of failure to agree, the third arbitrator shall be appointed by the President of the International Court of Justice at the request of the Parties.

Article 10

AMENDMENT

The Government and the Organisation may at any time amend by mutual consent the present Agreement and any annex that is considered an integral part of this Agreement. Such amendment shall enter into force in accordance with the procedures stipulated in Article 11 of this Agreement.

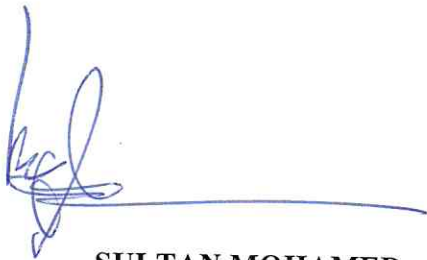
Article 11

ENTRY INTO FORCE AND TERMINATION

1. This Agreement shall enter into force at the date on which the Organisation receives the notification from the Government through diplomatic channels that the United Arab Emirates has fulfilled its internal legal procedures to ratify this Agreement.
2. The Agreement will remain in effect for an indefinite period, unless one of the parties hereto notifies the other party through diplomatic channels of its desire to terminate this Agreement six months before the intended effective date of termination.
3. The termination of this Agreement shall not affect the completion of ongoing programs under this Agreement, unless otherwise jointly agreed by the Parties and the obligations of the Government and the Organisation shall survive to the extent necessary to allow the office to withdraw its funds and assets and settle issues related to its staff members, provided that this does not exceed a period of six months from the date of termination, and this period may be extended through a written notification from the Organisation and the approval of the Government.

IN WITNESS WHEREOF the undersigned being duly authorized representatives of the Parties have signed this Agreement in the city of **Abu Dhabi**, on **12 June 2023**, in two original copies in the Arabic and English languages, both equally authentic.

**FOR THE GOVERNMENT
OF THE UNITED ARAB
EMIRATES**

A blue ink signature of Sultan Mohamed Alshamsi, consisting of stylized cursive letters, followed by a horizontal line.

**SULTAN MOHAMED
ALSHAMSI
ASSISTANT MINISTER
FOR INTERNATIONAL
DEVELOPMENT AND
ORGANIZATIONS AFFAIRS
IN THE MINISTRY OF FOREIGN
AFFAIRS**

**FOR THE OFFICE
INTERNATIONAL DES
EPIZOOTIES (WORLD
ORGANISATION FOR
ANIMAL HEALTH)**

A blue ink signature of Monique Eloit, written in a cursive style.

**MONIQUE ELOIT
DIRECTOR GENERAL**