



Organisation  
Mondiale  
de la Santé  
Animale

World  
Organisation  
for Animal  
Health

Organización  
Mundial  
de Sanidad  
Animal

**AGREEMENT BETWEEN  
THE WORLD ORGANISATION FOR ANIMAL HEALTH AND  
THE GOVERNMENT OF THE REPUBLIC OF KAZAKHSTAN  
CONCERNING AN ESTABLISHMENT OF OIE SUB-REGIONAL FMD  
COORDINATION OFFICE IN ASTANA**

The World Organization for Animal Health (OIE) and The Government of the Republic of Kazakhstan hereafter referred together as 'the Parties',

Considering the International Agreement signed in Paris on 25 January 1924, creating the OIE in Paris, ratified by the law of the Republic of Kazakhstan on 24 December 2008,

Considering the establishment in Paris of the permanent Headquarters of the OIE by virtue of the Agreement signed with the Government of the Republic of France on 21 February 1977, "On ratification of an International agreement on the establishment in Paris of The World Organization for Animal Health";

Considering the Agreement between the Government of the French Republic and The World Organization for Animal Health concerning the headquarters of The World Organization for Animal Health and its privileges and immunities on the French territory, signed on 21 February 1977 in Paris

Considering the status of the Republic of Kazakhstan as the member of the OIE since 19 April 1993,

Considering the Resolution N° XVI of 23 May 2003 regarding the use of a common name for The World Organization for Animal Health,

Considering that the development of animal production relies on improvement of animal health through the prevention and the control of animal diseases, especially transboundary diseases like Foot and Mouth Disease (FMD),

Wishing to settle by the questions of present Agreement relating to the establishment of an OIE Sub Regional FMD coordination Office in the city of Astana hereinafter referred as "OIEFMD Office", and to define, accordingly, the obligations, privileges and immunities of the OIEFMD Office in the Republic of Kazakhstan,

Have agreed as follows:

**Article 1**

The terms used in this Agreement are as follows: «Office of the OIEFMD», OIE Sub-Regional FMD Coordination Office in Astana, vested rights of a legal entity.

«personnel» - personnel of the OIEFMD Office, which are assigned or seconded by the Director General of the OIE, with the exception of persons exercising administrative and technical service of the OIEFMD Office;

«Family members» the husband (wife), minor children and persons who are dependents of the OIEFMD Office employee's and permanently residing with the employee;

«Archive» - reports and correspondence, documents, manuscripts, data of computers, photographs, films, sound recordings and other materials belonging to the OIEFMD Office or in its possession;

«Property» - property, including funds or other assets belonging to the OIEFMD Office or in its possession or control of the management in carrying out its functions.

## **Article 2**

The scope of the OIE Office includes:

- a) monitoring of the epizootic situation in the sub-region (countries assigned by OIE);
- b) exchange of operational information and the latest technologies for the control of FMD;
- c) collection, analysis and dissemination of scientific information on FMD;
- d) assistance in the improvement of the legislative base for the implementation of the Programme of the progressive control of FMD at the national level within the sub-region;
- e) setting up and management of the sub-regional FMD vaccine bank;
- f) other activities related to the mandate of the OIE, assigned to the OIEFMD Office by the Director-General of the OIE, in agreement with national authorities of the Republic of Kazakhstan.

## **Article 3**

The OIEFMD Office vested rights of a legal entity on the territory of the Republic of Kazakhstan, including the right to enter into contracts, to purchase and control of movable and immovable property necessary for its operation, as well as sue and be sued.

## **Article 4**

The OIEFMD Office consists of a building or part of a building that it occupies or may take in the future to carry out its activities, including serving this building or part of a building plot. The OIEFMD Office does not include buildings or parts of buildings used for its personnel.

### **Article 5**

1. The OIEFMD Office is inviolable, except in cases provided by the legislation of the Republic of Kazakhstan. Officers of the Republic of Kazakhstan may not enter the premises of the OIE Office to perform their official duties except with the consent of the Director General of the OIE, or the local representative delegated by the Director General of the OIE. The presence of such consent is not required in case of fire or other emergency requiring urgent protection measures.

2. The OIE Office may not permit its premises to be used as a refuge for any person being sought in connection with the commission of a criminal offence or violation of the laws of the Republic of Kazakhstan or who is the subject of a judicial procedure instituted by the competent Authorities of the Republic of Kazakhstan.

3. The archives of the OIEFMD Office and all the scientific documents, belonging to the Office are inviolable at any time and regardless the location, except in cases provided by the legislation of the Republic of Kazakhstan.

### **Article 6**

The property of the OIEFMD Office is not subject to seizure, confiscation, requisition and expropriation or administrative, or legal intervention in any form, except in cases provided for by the legislation of the Republic of Kazakhstan.

### **Article 7**

1. Regardless of the financial controls, regulations or moratoria of any nature which may occur or entered at any given time, the OIEFMD Office entitled:

a) to have and use the funds and the currency in any form and to hold accounts in any currency and in any country, in accordance with the laws of the Republic of Kazakhstan;

b) freely transfer their funds and currency in the territory of the Republic of Kazakhstan and from the Republic of Kazakhstan to other countries, and vice versa use of regime not less favorable than that provided to the foreign diplomatic missions in the Republic of Kazakhstan.

2. In the exercise of the rights granted in accordance with paragraph 1 of this Article, the OIEFMD Office should consider any representations from the Government of the Republic of Kazakhstan.

### **Article 8**

The OIEFMD Office, its property, the income derived from the activities referred to in Article 2 of this Agreement shall be exempt from all taxes on the territory of the Republic of Kazakhstan, except for the indirect.

### **Article 9**

The OIEFMD Office pays the excises and taxes included in the price of goods. However, when the OIEFMD Office engaged in procurement of goods subject to taxation or other charges the tax paid by the amount of value added must be compensated in accordance with the laws of the Republic of Kazakhstan.

### **Article 10**

1. Imported or exported by the OIEFMD Office furniture, office equipment, and publications directly related to its activities shall be exempt from customs duties.

2. Items included in the category of goods specified in paragraph 1 of this Article shall be exempt from any prohibition or restriction regarding the import and export, except when it is contradicts to the national security of the Republic of Kazakhstan.

3. Goods purchased or imported in accordance with the conditions provided in this Article, shall not be involved on the territory of the Republic of Kazakhstan in any legal dealings with or without payment, except those authorized by the legislation of the Republic of Kazakhstan.

### **Article 11**

Head of the Office and the personnel of the OIEFMD are appointed or seconded by the Director General of the OIE in accordance with the Government of the Republic of Kazakhstan. The Government of the Republic of Kazakhstan will permit without a charge for visas and without a delay the entry and stay in the Republic of Kazakhstan for the duration of their purpose or mission in the OIEFMD Office for:

- a) OIE delegates, experts and observers at conferences held by the OIE;
- b) the members of the Head Office of the OIE, regional and subregional offices of the OIE;
- c) Personnel of the OIEFMD Office and members of their families residing with them.

### **Article 12**

Taking into account the special character of the objectives of the OIEFMD Office in the control of animal diseases, the Government of the Republic of Kazakhstan provides the OIEFMD Office with means of communication, such as mail, telephone, telegraph, radiotelephone and radiotelegraph on the same conditions granted to foreign diplomatic missions in the Republic of Kazakhstan.

### **Article 13**

Head and the personnel of the OIEFMD Office exempt from all taxes on wages and compensation, resulting from the payment of their work in the OIEFMD Office.

### **Article 14**

1. Personnel of the OIEFMD Office exempt from duties on their temporary import of personal vehicles.

2. Personnel of the OIEFMD Office are entitled to:

a) to immunity in regard to any legal action concerning their official activities;  
b) to import free of tax, their furniture and personal items already in use at the time of their settlement in the Republic of Kazakhstan, if they were in their possession previously while living abroad;

c) alienate the property at the time of international crisis on the same terms as members of the diplomatic personnel of foreign missions of comparable rank.

### **Article 15**

The privileges and immunities provided under this Agreement are granted to the beneficiaries in the interests of the proper functioning of the OIEFMD Office, and not for the personal benefit of the individuals.

The withdrawal of the immunity should be agreed with the World Assembly of Delegates of the OIE or the Director General of the OIE provided to any such recipient, unless such immunity would impede the implementation of justice and if it can be removed without prejudice to the interests of the OIE.

OIE and the OIEFMD Office must cooperate with the Government of the Republic of Kazakhstan in order to facilitate the proper administration of justice and implementation of the provisions of law enforcement and prevent any misuse of the privileges and immunities specified in Articles 5-14 of this Agreement.

### **Article 16**

Privileges and immunities are not provided to citizens or residents permanently residing in the Republic of Kazakhstan referred to Articles 13 and 14 of this Agreement.

### **Article 17**

1. The Republic of Kazakhstan lists annual voluntary contribution of \$ 250,000 (two hundred and fifty thousand) U.S. dollars for the proper functioning of the

OIEFMD Office in Astana. This payment and budget of the OIEFMD Office is controlled by head Office of OIE (Paris, France).

2. The Government of the Republic of Kazakhstan provides on office, which will have a separate entrance and premises, at least three working offices for the OIEFMD Office and a conference room for about 15 people, as well as the necessary furniture and equipment for the proper functioning of the office.

### **Article 18**

Any dispute between the Government of the Republic of Kazakhstan and the OIE concerning the interpretation or application of this Agreement, if not settled by negotiation, shall be submitted for final decision without appeal to the Committee, which consists of:

a) an arbitrator appointed by the Government of the Republic of Kazakhstan and the arbitrator appointed by the OIE;

b) arbitrators nominated by both or, in the event of failure at agreement, by the Secretary General of the United Nations.

### **Article 19**

The present Agreement will come into force from the date of the receipt the last written notification through diplomatic channels that the Republic of Kazakhstan fulfilled the internal procedures necessary for its entry into force.

The present agreement shall cease to have effect on expiration of 12 months from the date of receipt the written notification by one of the Parties through diplomatic channels from the other Party on termination of this Agreement.

Done in Astana «\_\_» \_\_\_\_\_ 2013 in two originals, each in Kazakh, Russian and English languages. In case of discrepancies in interpreting the provisions of present Agreement the Parties refer to the text written in English.

**For the World Organisation  
for Animal Health (OIE)**

**For the Government of the  
Republic of Kazakhstan**