

Agreement for the Regional Representation for the Middle East

Direction Générale des Organisations

Agreement Between the Office International des Epizooties and the Government of the Lebanese Republic Concerning the Headquarters of the OIE Regional Representation for the Middle East

Signed in Beirut on 17 December 2004

The Office International des Epizooties and the Government of the Lebanese Republic

Wishing to conclude an Agreement regulating the establishment and operation of an OIE Regional Representation for the Middle East, determining the rights and obligations of the Parties, the privileges and immunities that the Government shall accord the OIE, the Representatives of Member Countries, their experts and their officers in the performance of their mission and duties on the territory of the Lebanese Republic, and resolve various related matters. Have agreed as follows:

I. DEFINITIONS

Article 1

For the purposes of the present Agreement

- a) the term 'Government' denotes the Government of the Lebanese Republic;
- b) the term 'OIE' denotes the Office International des Epizooties;
- c) the terms 'property and assets', 'funds, currency and cash holdings' and 'income and other property' mentioned in this Agreement comprise the property, assets and funds managed by the OIE Regional Representation in pursuit of its constitutional functions;

d) the term 'representatives' shall mean all the officers of the OIE and the Delegates, advisers, technical experts and secretaries of the delegations of countries and territories;

e) the terms 'freedom of assembly' and 'meeting of the Regional Representation' concern all the meetings of the Regional Representation as well as all the conferences and sessions, symposiums, seminars and workshops convened at the initiative of the Regional Representation or held under its authority or under its auspices in any place whatsoever on the territory of Lebanon;

f) the term 'communication' denotes all communications of the Regional Representation by mail, telegraph, telex, telephone, and electronic or other appropriate means;

g) the term 'Regional Representative' denotes the Representative of the Regional Representation.

II. REGIONAL REPRESENTATION

Article 2

The Government and the OIE decide by mutual agreement to establish the headquarters of the OIE Regional Representation for the Middle East in Beirut.

The aim of the Regional Representation is to provide OIE Member Countries with services that are better adapted and in closer proximity, with a view to the strengthening of animal disease surveillance and control within the region.

The Regional Representation has a mandate:

a) to contribute to an improvement in the quality of information on animal diseases and the harmonisation of control methods used for these diseases, in close collaboration with national or international animal health services in the region;

b) to promote training programmes for Chief Veterinary Officers, or other animal health officials, particularly in seeking finance and organising such training sessions or seminars that the countries in the region deem necessary;

c) to undertake the translation into Arabic of the Terrestrial Animal Health Code and to promote the use of Arabic within the framework of the International Committee of OIE;

d) to undertake or monitor the development of any other action that the OIE International Committee and/or the Director General considers to be in the interest of the Member Countries in the region.

The countries falling within the competence of the Regional Representation are: all the Middle Eastern Member Countries of the OIE.

III. LEGAL CAPACITY

Article 3

The OIE enjoys legal status by virtue of which it has the capacity:

a) to enter into contracts;

b) to acquire, and to dispose of or sell, movable or fixed property; and

c) to be party to legal proceedings.

Article 4

The Government recognises that, in Lebanon, the OIE, as well as its members and representatives of Member Countries in their relations with the Regional Representation, shall enjoy full and complete freedom of assembly, including freedom of discussion and decision, within the framework of the normal functioning of the Regional Representation.

IV. PRIVILEGES AND IMMUNITIES

A. International territory, Office, Archives, Premises and Accommodation

Article 5

The Government undertakes to place land and premises at the disposal of the OIE for the purpose of setting up its Regional Representation. The land and premises shall be maintained for the duration of the period of financing referred to in Article 20.

Article 6

The land and premises occupied by the Regional Representation and its outbuildings shall be inviolable.

Article 7

The archives of the Regional Representation and, in general, all the documents belonging to it shall be inviolable.

B. Property, Assets and Funds

Article 8

The Regional Representation, its property and assets, wherever they may locate in Lebanon and whomsoever is the holder, shall enjoy immunity from any form of legal action and from any action of entry and search, seizure, expropriation or any form of interference, whether in the form of an executive, administrative, legal or legislative measure.

Article 9

Without being subject to any verification, regulation or financial moratorium:

- a) The Regional Representation may hold funds, currency or cash holdings of any kind and keep accounts in any currency;
- b) The Regional Representation may freely transfer its funds, currency and cash holdings to or from any territory of OIE Member Countries and convert its currency holdings into any other currency.

Article 10

The Regional Representation, its property, funds and assets are exempt from all direct taxes, duty and indirect taxes, which are normally included in the price of goods or services or are in addition to the price, when they amount to less than 40,000 USD for an acquisition or operation for the official use of the Regional Representation.

When the amount of indirect taxes exceeds 40,000 USD for an acquisition or operation for the official use of the Regional Representation, the Government shall accord the required exoneration by issuing an attestation of exemption.

C. Communication facilities

Article 11

In pursuit of its official activities, the Regional Representation shall enjoy the same treatment on the territory of Lebanon as that accorded by the Government to any other international institution, in terms of priority, rates and taxes on communications by post, cablegram, telegram, radiogram, telex, telephoto, telephone or other means, and in terms of press rates.

Article 12

The official communications of the Regional Representation shall in no case be censored. The Regional Representation may use codes and send or receive its correspondence by courier or sealed dispatch-bag, which shall be accorded the same privileges and immunities as diplomatic couriers and bags.

D. Representatives of Member Countries, Experts undertaking missions, Officers

Article 13

The representatives of OIE Member Countries, within the framework of their mission and during their journey to or from the venue of a meeting or any other place in the region, shall enjoy the following privileges and immunities:

a) immunity from arrest or detention, as regards their person, and from seizure of their personal baggage, as well as immunity from all jurisdictions for all their acts in the performance of their duties and within their competence, including their words and deeds;

b) inviolability of all papers and documents;

c) exemption, for themselves and for their spouses, from immigration restrictions, and from registration formalities for aliens and military service in Lebanon;

d) the same facilities, in regard to monetary or foreign exchange restrictions, as those accorded to representatives of foreign governments on temporary official duty;

e) the same immunities and facilities, in regard to their personal baggage, as those accorded to members of diplomatic missions of equivalent rank.

Article 14

In order to guarantee that representatives of OIE Member Countries enjoy freedom of speech and total independence in the performance of their duties, they shall be accorded jurisdictional immunity concerning deeds performed within the limits of their powers, including their written and spoken words, even after they have ceased to perform the said duties.

E. Officers

Article 15

OIE officers:

a) shall enjoy jurisdictional immunity for their spoken and written words and all deeds for which they are responsible in the performance of their official duties;

b) shall be exempt from the payment of taxes on salaries, allowances and other remuneration paid to them by the Regional Representation, provided that they

are not citizens of the Lebanese Republic or aliens with permanent residency status in the Lebanese Republic;

c) shall be exempt from any obligation relating to military service, provided that they are not of Lebanese nationality;

d) shall not, along with members of their families, be subject to immigration restriction measures, or measures governing the registration of aliens or the recording of fingerprints;

e) shall enjoy, in regard to foreign exchange facilities, the same privileges as officers of equivalent rank belonging to diplomatic missions accredited by the Government;

f) shall, along with their dependants, enjoy the same repatriation facilities as diplomatic agents in periods of international crisis;

g) shall be entitled to import free of tax, if they are not of Lebanese nationality or if they do not have permanent residency status in Lebanon:

â€¢ their furniture and personal effects during the six (6) months following their taking up office, and certain products for personal consumption (food, beverages, etc.), a list of which shall be determined in agreement with the Government;

â€¢ one car per family, once every three (3) years, on the understanding that the tax will become payable in the event of the car being sold or transferred, before the expiry of a period of two (2) years from its importation, to a third party not entitled to this exemption.

Article 16

The Director General of the OIE shall determine in consultation with the Government:

a) the different categories of officers covered by the provisions of the present Agreement;

b) the scope of the immunities, privileges and facilities applicable to each of these categories. The Director General shall also provide the Government with the updated list of the officers referred to above, indicating the category to which they belong.

Article 17

a) The OIE will at all times co-operate with the Lebanese authorities to avoid any abuse of the privileges and facilities provided for under the present Agreement;

b) The OIE reserves the right to lift the immunity granted to any member of the Representation in any situation where it considers that this immunity would prevent the proper course of justice being carried out and where it considers that the said immunity could be lifted without being prejudicial to the interests of the Organisation.

Article 18

Upon the signing of the present Agreement, the OIE will renew the mission of the Regional Representative who, under the authority of the Director General of OIE, will manage the activities of the Representation for a renewable period of 3 years.

V. SECURITY OF THE REGIONAL BUREAU

Article 19

All the property, premises or installations designated in Article 6 of the present Agreement shall be protected from any event that could endanger the safety of its personnel and their families or result in damage;

a) to this end, the Government undertakes to guarantee security in the area surrounding the grounds and premises of the Regional Representation;

b) however, security within the said grounds and premises shall be maintained by the Regional Representation, the representative of which is authorised,

where necessary, to call upon the competent Governmental Authorities to restore order.

VI. FUNCTIONING OF THE REGIONAL BUREAU

Article 20

The Government of Lebanon undertakes to make a voluntary contribution of 110,000 USD per annum for 3 years to the OIE Central Bureau in Paris to ensure the functioning of the OIE Regional Representation in Beirut.

Article 21

The OIE undertakes to transmit to the Lebanese Government a Financial Report and an annual Activity Report concerning the Regional Representation. The OIE will manage the funds received from the Lebanese Government in accordance with the OIE Financial Regulations.

Article 22

At the end of the period of financing and hosting of the Representation by Lebanon, and in the event of the present Agreement not being renewed, the OIE shall transfer any unused funds to the Government of Lebanon.

Article 23

The Regional Representation will carry out a Work plan approved by the Director General of the OIE and the OIE Regional Commission for the Middle East.

VII. DISPUTE SETTLEMENT

Article 24

Any dispute arising between the OIE and the Government in regard to the interpretation or application of the present Agreement or of any subsidiary Agreement shall be resolved through diplomatic channels.

VIII. FINAL PROVISIONS

Article 25

The present Agreement may be amended or revised with the assent of the two Parties.

It may be terminated in writing by either Party; such termination will come into effect one year later.

Article 26

This agreement cancels and replaces the protocol agreement between the Government of the Lebanese Republic and the Office International des Epizooties signed on 16 April 2002.

Article 27

The present Agreement will come into force on the date on which it is signed.

Done in two originals both in the French language, one of which will be deposited with each of the Parties to the present Agreement

Beirut, 17 December 2004

For the
Office International des Epizooties
Dr Bernard Vallat
Director General

For the Government of the
Republic of Lebanon
Eng. Elias Skaff
Minister of Agriculture