

AGREEMENT
BETWEEN THE GOVERNMENT OF JAPAN
AND THE WORLD ORGANISATION FOR ANIMAL HEALTH
REGARDING PRIVILEGES AND IMMUNITIES
OF THE REGIONAL REPRESENTATION FOR ASIA AND THE PACIFIC
OF THE WORLD ORGANISATION FOR ANIMAL HEALTH

The Government of Japan and the World Organisation for Animal Health,

Recalling the International Agreement for the Creation of an Office International des Epizooties in Paris, done on 25 January 1924,

Considering that the Regional Representation for Asia and the Pacific of the World Organisation for Animal Health is located in the territory of Japan, and

Desiring to regulate the affairs relating to the privileges and immunities of the Regional Representation for Asia and the Pacific of the World Organisation for Animal Health in the territory of Japan,

Have agreed as follows:

Article 1

For the purpose of this Agreement:

- (a) the term "International Agreement" means the International Agreement for the Creation of an Office International des Epizooties in Paris, done on 25 January 1924;
- (b) the term "OIE" means the World Organisation for Animal Health;
- (c) the term "Government" means the Government of Japan;
- (d) the term "Office" means the Regional Representation for Asia and the Pacific of the World Organisation for Animal Health;
- (e) the term "premises" means any building or part of a building occupied by the Office for the official activities of the Office;

- (f) the term "official activities of the Office" includes its administrative activities and those undertaken pursuant to the International Agreement;
- (g) the term "officials of the Office" means the Representative of the Office and other officials of the Office, appointed by the Director General under Article 8 of the Appendix to the International Agreement;
- (h) the term "Representative of the Office" means the Regional Representative for Asia and the Pacific of the World Organisation for Animal Health and includes officials of the Office other than the Representative of the Office when acting in place of the Representative of the Office in his/her absence;
- (i) the term "Director General" means the Director General of the OIE and includes officials of the OIE other than the Director General when acting in place of the Director General in his/her absence;
- (j) the term "dependants" means the spouse of the officials of the Office and his/her children below the age of 20 and includes children aged 20 and above if they are mentally or physically incapacitated and thus incapable of self-support.

Article 2

The Office shall have legal personality. It shall have the capacity:

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

Article 3

The archives of the Office shall be inviolable. They include all records, correspondence, documents, manuscripts, photographs, films and recordings belonging to or held by the Office.

Article 4

1. The premises shall be inviolable. The Government shall use its best efforts within the laws and regulations of Japan to protect the premises against any person or group of persons attempting unauthorized entry into the premises or purposely disturbing the tranquility of the premises in their immediate vicinity. No official of the Government or persons exercising any public authority within Japan shall enter the premises to perform any official duties therein except with the consent of, and under the conditions agreed to by, the Representative of the Office or at his/her request. Such consent shall be assumed in case of fire or other emergencies requiring prompt protective action.

2. The Office shall not permit the premises to be used as a refuge by persons who are avoiding arrest under any law of Japan, who are required by the Government for extradition to another country, or who are endeavoring to avoid service of legal process.

Article 5

1. The Government shall use its best efforts, in consultation with the Office, to ensure that the premises shall be supplied with the necessary public utilities and services, including electricity, water, sewerage, gas, post, telephone, public transportation, drainage, collection of refuse and fire protection, and that such public utilities and services shall be supplied on equitable terms.

2. The Office shall, upon request, make suitable arrangements to enable the appropriate public utility and service bodies to inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers within the premises.

Article 6

1. The Office shall enjoy immunity from every form of legal process except in any particular case in which the Director General has expressly waived the immunity of the Office. It is, however, understood that no such waiver of immunity shall imply waiver of immunity in respect of the execution of judgment, for which a separate waiver by the Director General shall be necessary.

2. The property and assets of the Office, within the scope of the official activities of the Office, shall be immune from search, seizure, confiscation, sequestration, expropriation and any other form of interference, whether administrative, judicial or legislative, except with the consent of, and under the conditions agreed to by, the Director General.

3. The provisions of paragraphs 1 and 2 above shall not apply:

- (a) in the case of an enforcement of an arbitration award made under the private arbitration referred to in paragraph 1 of Article 14;
- (b) in the case of civil proceedings brought by a third party in respect of damage caused by a motor vehicle belonging to or operated on behalf of the Office, or in the case of a motor traffic offence involving such a vehicle.

Article 7

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

- (a) exempt from all direct taxes except those which are, in fact, no more than charges for public services;
- (b) exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the Office. It is understood, however, that articles imported under such exemption will not be sold in Japan except under conditions agreed with the Government;
- (c) exempt from customs duties and prohibitions and restrictions on imports and exports in respect of its publications.

2. The Office will not claim exemption from excise duties and from taxes on the sale of movable and immovable property which form part of the price to be paid. However, when the Office is making important purchases of property for the official activities of the Office on which such duties and taxes have been charged or are chargeable, the Government will, whenever possible, make appropriate administrative arrangements for the remission or return of the amount of duty or tax.

Article 8

The Office may receive, acquire, hold and dispose of freely any kind of funds, gold, currencies or securities.

Article 9

1. All official communications directed to the Office, or to any of the officials of the Office, and all official outward communications of the Office, by whatever means or in whatever form transmitted, shall be immune from censorship and from any other form of interception or interference with their confidentiality. Should there be reasonable cause to believe that apparently official communications contain unlawful or dangerous materials, they may be opened by the Japanese authorities in the presence of any of the officials of the Office, provided, however, that no such officials need be present if those materials appear to present an immediate physical danger.

2. In respect of its official communications, the Office shall, in the territory of Japan, enjoy treatment not less favorable than that accorded by the Government to any other international organization in the matter of priorities, rates and taxes for post and telecommunications, in so far as may be compatible with any international conventions, regulations and arrangements to which Japan is a party.

Article 10

1. The officials of the Office shall enjoy the following:

- (a) immunity from every form of legal process in respect of words spoken or written and all acts done by them in their official capacity except in the case of a motor traffic offence committed by any of the officials of the Office or in the case of damage caused by a motor vehicle belonging to, driven by or operated on behalf of any of the officials of the Office, such immunity to continue notwithstanding that the persons concerned may have ceased to be officials of the Office;
- (b) exemption from taxation on the salaries and emoluments paid to them by the OIE;
- (c) exemption with respect to themselves and their dependants from immigration restrictions and charges for visas;

- (d) the same repatriation facilities in time of international crises as a diplomatic agent, for themselves and their dependants;
- (e) the right to import free of customs duties their furniture and personal effects at the time of first taking up their post in Japan;
- (f) exemption with respect to themselves and their dependants from national service obligations.

2. The subparagraphs (b), (c), (d), (e) and (f) of paragraph 1 of this Article shall not apply to officials of the Office who are nationals of, or permanently resident in, Japan.

Article 11

1. When a person has been appointed as one of the officials of the Office, the Office shall in each case and without delay notify the Government of the name of the person, and his/her level and post in the Office and the names of his/her dependants, together with other relevant information. The Office shall likewise notify the Government, when a person so appointed ceases to be one of the officials of the Office, of the date of the cessation.

2. The Government shall not be obliged to extend to any person the privileges and immunities provided by this Agreement until the Government has received the notification under paragraph 1 of this Article with regard to the person concerned.

3. The Government shall, on receipt of such notification, furnish the person concerned with an identification card bearing his/her photograph. This card shall serve to identify the holder in relation to all Japanese authorities.

Article 12

1. The privileges and immunities accorded under this Agreement are provided solely to ensure in all circumstances the unimpeded functioning of the Office and the complete independence of the persons to whom they are accorded.

2. The Director General shall take every precaution to prevent any abuse of these privileges and immunities, in accordance with the rules of the OIE.

3. Should the Government consider that an abuse of any of these privileges or immunities has occurred, the Director General shall, upon request, consult with the Government to determine whether any such abuse has occurred. If such consultation fails to achieve a result satisfactory to the Director General and to the Government, the matter shall be determined in accordance with the procedure set out in Article 14.

Article 13

The Director General has the right and the duty to waive any immunity accorded under this Agreement when he/she considers that such immunity is impeding the course of justice and when it is possible to dispense with it without prejudice to the interests of the Office.

Article 14

1. Where the Office enters into contracts in Japan with natural or juridical persons, these contracts shall, at the request of other party or parties thereto, include an arbitration clause whereby any disputes arising out of the interpretation or execution of the contracts may at the request of either party be submitted to private arbitration.

2. The Office shall make provision for appropriate modes of settlement of disputes of a private law character other than those arising from contracts specified in paragraph 1 of this Article.

3. The OIE shall make provision for appropriate modes of settlement of:

- (a) disputes concerning employment contracts of the officials of the Office concluded by the Director General;
- (b) disputes involving officials of the Office who enjoy immunity under this Agreement, if such immunity has not been waived in accordance with Article 13.

4. Concerning the interpretation or application of this Agreement, any dispute between the Government and the OIE or any question affecting the relationship between the Government and the OIE which is not settled by negotiation or other agreed modes of settlement shall be referred to a tribunal of three arbitrators: one to be appointed by the Minister for Foreign Affairs of Japan, one to be appointed by the Director General, and the third, who shall be the chairman of the tribunal, to be appointed by the first two arbitrators. Should the first two arbitrators fail to agree upon the third within six months following their appointment, the third arbitrator shall be appointed by the President of the International Court of Justice at the request of the Government or the OIE. The decisions of the tribunal shall be final and binding upon the Government and the OIE.

Article 15

1. The Director General shall cooperate at all times with the appropriate authorities of Japan in order to facilitate the proper administration of justice at all times, to ensure the observance of laws and regulations concerning police, fire prevention, public health and labor inspection and other similar legislation, and to prevent any abuse of the privileges and immunities provided for in this Agreement.

2. Without prejudice to the privileges and immunities accorded by this Agreement, it is the duty of all persons enjoying such privileges and immunities to observe the laws and regulations of Japan.

3. No provision in this Agreement shall affect the right of the Government to take all precautionary measures in the interests of its security.

Article 16

At the request either of the Government or of the OIE, consultations shall take place with respect to amendment of this Agreement. Any amendment shall be made by mutual agreement.

Article 17

1. This Agreement shall enter into force on the thirtieth day after the date on which the Government and the OIE exchange notes indicating their acceptance of this Agreement.

2. This Agreement may be terminated at any time by either the Government or the OIE upon written notice to the other and shall terminate one year after receipt of such notice. In the event of the Office being moved from the territory of Japan, or the dissolution of the Office, this Agreement shall, after the period reasonably required for such transfer or dissolution and the disposal of the property of the Office in Japan, cease to be in force.

In witness whereof, the undersigned, duly authorized thereto, have signed this Agreement.

Done at Paris, in duplicate, in the English language, on this twentieth day of December, 2019.

For the Government
of Japan:

For the World Organisation
for Animal Health: