AGREEMENT BETWEEN THE INTERNATIONAL DEVELOPMENT LAW ORGANIZATION (IDLO) AND THE ITALIAN REPUBLIC REGARDING THE HEADQUARTERS OF THE ORGANIZATION

The Government of the Italian Republic and the International Development Law Organization;

Recalling the Agreement between the Italian Republic and the International Development Law Institute (IDLI) regarding the Headquarters Seat of IDLI signed in Rome on March 28, 1992;

Recalling the Exchange of Letters modifying the Agreement of March 28, 1992 regarding the Headquarters Seat of the Institute, signed in Rome on July 19, 1993;

Recalling the Agreement for the Establishment of the International Development Law Organization of February 5, 1988, as amended;

Have agreed as follows:

ARTICLE I
DEFINITIONS

Section 1

In this Agreement:

(a) "IDLO" or "Organization" means the International Development Law Organization.

(b) Government" means the government of the Republic of Italy.

(c) "headquarters seat" means:

(i) any land or building owned, leased, loaned or otherwise at the disposal of the Organization in the Italian Republic for the purpose of establishing its headquarters, including support facilities;

(ii) with the concurrence of the Government, and for the duration of such use, any land or building in the Italian Republic which is temporarily used by the Organization.

(d) "Assembly" means the Assembly of Parties of IDLO as provided for in the Agreement for the Establishment of the International Development Law Organization of February 5, 1988, as amended.

(e) "Board of Advisers" means the Board of Advisers of the Organization as provided for in the Agreement for the Establishment of the International Development Law Organization of February 5, 1988, as amended.

(f) "property of the Organization" means all property, including funds, income, and other assets owned, leased, held or administered by the Organization under arrangements of trust, endowment, pledge, or otherwise, in furtherance of its constitutional functions.

(g) "archives of the Organization" means all correspondence, documents, manuscripts, computer records, still and motion pictures, films and sound recordings, belonging to or held by the Organization in furtherance of its constitutional functions.

(h) "staff of the Organization" means the Director-General and all members of the staff of the Organization appointed by or on behalf of the Director-General.

ARTICLE II
THE HEADQUARTERS SEAT

Section 2

The Government shall use its best efforts to ensure that the Organization is in a position to establish its headquarters seat in suitable premises and to obtain the use of such premises on favorable conditions.

ARTICLE III
INVIOLABILITY OF THE HEADQUARTERS SEAT

Section 3

(a) The headquarters seat shall be inviolable.

(b) No officer or official of the Italian Republic, or other person exercising any public authority within the Italian Republic shall enter the headquarters seat of the Organization to perform any duties therein without the Director-General's consent.

(c) The Director-General's consent to such entry shall be presumed in the event of a natural calamity, fire or other emergency requiring immediate action in the interest of public safety, or if it be necessary to take action with respect to criminal acts that have been committed and that are not connected with the performance of the Organization's official activities. Any person who has entered the headquarters with the presumed consent of the Director-General, shall, if so requested by the Director-General, leave the headquarters immediately.

(d) The Director-General shall prevent the headquarters seat from being used as a refuge by persons seeking to avoid arrest under any law of the Italian Republic, who are being sought for extradition to another country, or who are endeavoring to avoid service of legal process.

ARTICLE IV
PROTECTION OF THE HEADQUARTERS SEAT

Section 4

The appropriate Italian authorities shall take such action as may be practicable to ensure the security and tranquility of the headquarters seat.

ARTICLE V
PUBLIC SERVICES AT THE HEADQUARTERS SEAT

Section 5

To enable the Organization to carry out its functions smoothly, the Government shall take such measures as may be practicable to ensure that the necessary public services are provided

at the headquarters seat. In particular, if there is an interruption in such services, the Organization shall be accorded the same treatment as essential Agencies of the Government.

ARTICLE VI
THE ORGANIZATION AND ITS PROPERTY

Section 6

The Organization shall enjoy immunity from every form of legal process relating to any act or acts whether of a public or private nature, except in so far as in any particular case the Director-General of the Organization shall have waived its immunity. Waiver of such immunity shall not be held to imply waiver of immunity in respect of execution of a judgment, for which a separate waiver shall be necessary.

Section 7

The property of the Organization, and its archives, as defined in Section 1 (f) and (g), wherever located and by whomsoever held, shall be immune from search, attachment, requisition, confiscation, expropriation and any other form of interference whatever its nature or origin.

Section 8

In view of the immunities provided for in Sections 6 and 7, the Organization shall make provision for appropriate modes of settlement of:
(i) disputes with its staff; and
(ii) disputes of a private law character arising out of contracts or other transactions to which the Organization is party as well as disputes of a non-contractual nature.

Section 9

In the implementation of Section 8, the Organization shall establish appropriate procedures for the settlement of disputes with its staff. The Organization shall insert clauses in contracts with all other persons, whether physical or corporate, providing for the settlement of disputes by arbitration in a manner complying with generally accepted legal principles as regards impartiality and such matters as the possibility of the parties to state their cases. In addition, the Organization shall maintain adequate insurance or take other such measures to enable it to meet claims of a non-contractual nature.

ARTICLE VII
JURIDICAL PERSONALITY

Section 10

The Government recognizes that the Organization is an intergovernmental organization with international legal personality and capacity to perform legal acts required for the performance of its constitutional functions, in particular, to contract, to acquire and dispose of movable and immovable property, and to be a party to judicial proceedings when the Director-General has waived immunity.

ARTICLE VIII
COMMUNICATIONS AND TRANSPORT

Section 11

All communications directed to the Organization, or to its staff at the headquarters seat, and all outward communications of the Organization, by whatever means or in whatever form transmitted, shall not be subject to censorship or any other form of interception or interference. This Section shall also extend, inter alia, to publications, computer records, still and motion pictures, films and sound recordings.

ARTICLE IX
EXEMPTION FROM TAXATION

Section 12

In the framework of its institutional activities, as envisaged by the Agreement establishing it, signed on February 5, 1988 and ratified by the Italian Republic on May 28, 1993, the Organization, its properties, incomes and assets under Art. I, Section 1, (f) of this Agreement, shall be exempt from all direct taxation and duties levied by the State, Regions, Provinces and Municipalities.

Section 13

(a) In respect of purchases, services and transactions effected in pursuance of its official objectives, the Organization shall, for the purposes of registration and mortgage duties, enjoy the same exemptions and concessions granted to Italian state administrations, including stamp duty on deeds, contracts, formalities and financial operations necessary to the attainment of its objectives.

(b) With regard to value-added tax (IVA), the Organization shall be exempt from paying such tax on substantial purchases connected with the pursuance of its institutional objectives and the discharge of its functions. For the purposes of this Agreement, "substantial purchases" means purchases of goods or the provision of services of a value exceeding the limit established by national regulations applicable to the International Organizations based in Italy.

(c) The Organization shall be exempt from consumer tax on materials for the construction of buildings destined to its official use.

(d) The Organization shall also be exempt from excises on electricity and natural gas and the additional regional tax on natural gas consumed by IDLO, except when installed for private use.

(e) The Organization shall be exempt from customs duties and all other taxes, prohibitions or restrictions on goods of any kind imported or exported by the Organization to attain its institutional objectives. Notwithstanding the foregoing, the Organization shall not request exemption from taxation on imported goods of a value higher than the threshold fixed by national regulations applicable to the International Organizations based in Italy.

(f) The Organization shall be exempt from customs duties and any other duties, as well as from all prohibitions and restrictions in respect of the import of vehicles for the Organization's official use and of their spare parts. The Organization shall also be exempt from motor vehicle taxes on such vehicles, which shall be registered with a special series. Fuel and lubricants for those vehicles may be imported free of customs duties and of excises and consumer taxes within quota limits established for the other international Organizations already based in Italy.

(g) The exemptions and concessions under this Article shall not apply to charges and duties for services provided to the Organization.

ARTICLE X
FINANCIAL FACILITIES

Section 14

Without being subject to any financial controls, regulations or moratoria of any kind, in order to achieve its constitutional objectives the Organization may freely:

(a) purchase or receive any funds, securities, gold and currencies through authorized channels and hold and dispose of them;

(b) maintain and operate foreign or local accounts, funds, endowments, or other financial facilities in any currency in or outside of the Italian Republic;

(c) transfer its funds, securities, gold, currencies and other items of value to or from the Italian Republic, to or from any other country, or within the Italian Republic and convert any currency held by it into any other currency.

ARTICLE XI
SOCIAL SECURITY SCHEMES

Section 15

(a) Staff members of the Organization shall have compulsory health insurance and provision for social security through public or private Funds or Insurance Institutions of the Italian state or of any other state, whose regulations must be made known to the Italian authorities. Compulsory health insurance shall include dependents, identified in accordance with the relevant regulation.

b) Social security and health contributions envisaged by the Italian legislation shall not be paid on incomes paid by the Organization or on behalf of the Organization to its staff members. However, staff members who are Italian citizens must pay the health insurance contributions on incomes included in the yearly income tax return (IRPEF), other than revenues paid by the Organization or on its behalf.

c) Health assistance services directly provided by the National Health Service shall be totally reimbursed by the Insurance Company selected by IDLO or by the person concerned to the entity which had provided the service.

ARTICLE XII
TRANSIT AND SOJOURN

Section 16

(a) The Government shall take all measures necessary to facilitate the entry into, sojourn in and departure from the Italian Republic of the Organization's staff and their families, participants in the Organization's programs and persons visiting the headquarters seat on official business, irrespective of their nationality. Any visas required by the persons referred to in this Sub-Section shall be granted without charge and as promptly as possible.

(b) The Director-General shall communicate the names of persons referred to in Sub-Section (a) to the Government, to the extent practicable, in advance.

ARTICLE XIII
REPRESENTATIVES OF STATES AND MEMBERS OF THE BOARD OF ADVISERS OF THE ORGANIZATION

Section 17

Representatives of States which have signed the Agreement for the Establishment of the International Development Law Organization ("Representatives") and members of the Organization's Board of Advisers ("Board Members"), while exercising their functions, shall enjoy, within and with respect to the Italian Republic, the following privileges and immunities:

(a) personal inviolability, including immunity from personal arrest or detention;

(b) except as provided in Sub-Section (c), immunity from legal process of any kind with respect to words spoken or written, and all acts done by them in the performance of their official functions, it being understood that such immunity shall continue notwithstanding that the persons concerned may have ceased to perform such functions;

(c) immunity from legal process shall not apply to the civil and administrative jurisdiction of the Italian Republic in relation to an action for damages arising from an accident caused by a motor vehicle, vessel or aircraft used or owned by the persons concerned and to traffic violations related to the operation of such motor vehicles;

(d) inviolability of all papers and documents;

(e) exemption with respect to immigration restrictions, alien registration and national service obligations;

(f) the same facilities with respect to currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;

(g) the same immunities and facilities with respect to their personal and official baggage as are accorded to members of comparable rank of diplomatic missions, without prejudice to security measures that a State may apply in accordance with international law;

(h) exemption, to the extent practicable, from all dues and taxes, personal or real, national, regional or municipal, with the exception of those specified in Article 34 of the Vienna Convention on Diplomatic Relations of 18 April 1961.

Section 18

Representatives or Board Members referred to in Section 17, who are nationals or permanent residents of the Italian Republic, shall only enjoy the privileges and immunities provided for therein to the extent of immunity from jurisdiction and inviolability in respect of official acts performed by them in the exercise of their functions.

Section 19

Spouses of Representatives or Board Members referred to in Section 17 accompanying them shall, if they are not nationals of, or permanently resident in, the Italian Republic, be accorded the privileges and immunities referred to in Section 17(e).

ARTICLE XIV
EXPERTS AND OFFICIALS OF ORGANIZATIONS

Section 20

Experts who are not members of the Organization's staff, when performing official missions on behalf of the Organization or serving on subsidiary bodies of the Organization, and officials of intergovernmental and non-governmental organizations visiting the headquarters seat on official business, shall be accorded the privileges and immunities necessary for the independent exercise of their duties.

ARTICLE XV
STAFF OF THE ORGANIZATION

Section 21

The staff of the Organization shall enjoy, within and with respect to the Italian Republic, the following privileges and immunities:

(a) immunity from preventive detention (custodia cautelare) except in the case of flagrancy, or of a crime committed in Italy for which imprisonment for not less than three years is provided for under Italian law, in which case the Italian authorities shall immediately notify the Director-General of any such detention;

(b) immunity from seizure and inspection of official baggage;

(c) for members of the staff covered by Section 22, immunity from inspection of personal baggage, with the exception of inspection for security reasons;

(d) immunity from legal process of any kind with respect to words spoken or written, and all acts performed by them in their official capacity, it being understood that such immunity shall

continue notwithstanding that the persons concerned may have ceased to be on the staff of the Organization;

(e) exemption from any form of direct taxation on salaries, emoluments and indemnities paid to them by or on behalf of the Organization;

(f) exemption, for members of the staff who are not Italian nationals and who are not permanent residents, from any form of direct taxation on income derived from sources outside the Italian Republic;

(g) exemption with respect to themselves, their spouses, and relatives dependent on them, from all forms of immigration restrictions and alien registration;

(h) for members of the staff who are not Italian nationals and who are not permanent residents, freedom to maintain within the Italian Republic or elsewhere, foreign securities, foreign currency and accounts in any currency, other movable property and immovable property. Such staff may freely take their foreign securities or foreign currency out of the Italian Republic, or effect transfers thereof outside the Italian Republic;

(i) the right to import free of duty and all other levies, prohibitions and restrictions on imports, at the time of first taking up their post, their furniture and effects, including one motor vehicle in one or more separate shipments which shall be dispatched within a reasonable period of time and, in any event, within 18 months of taking up their post at the Organization;

(j) non Italian members of the Organization's professional staff and who are not permanent residents, shall be entitled to:

(i) purchase, free of duty and all other levies, prohibitions and restrictions on import, one new motor vehicle upon first appointment. This right shall be exercised within 18 months of the date on which employment commenced at the Organization. Such a vehicle may not be sold within 36 months of the date of purchase in Italy;

(ii) exemption from automobile tax;

(iii) an allotment of petrol or other fuels and lubricating oils in quantities and at rates prevailing for members of diplomatic missions of comparable rank.

Section 22

(a) In addition to the privileges and immunities specified in the preceding Section, the Director General and any senior member of the staff acting on behalf of the Director General during his or her absence from duty, shall be accorded the privileges, immunities and facilities granted to ambassadors who are heads of mission, insofar as they are not citizens or permanent residents of Italy.

(b) In addition to the privileges and immunities set forth under paragraph (a) above, the senior IDLO members at the level of P5 and above shall be accorded in respect of themselves, their spouses and minor children, the privileges, immunities and facilities normally accorded by the Government to members of comparable rank of the diplomatic corps in the Italian Republic, insofar as they are not citizens or permanent residents of Italy.

Section 23

The Organization shall communicate annually to the Government a list of its staff and eventual variations.

Section 24

The Government shall issue to the Organization's staff, their spouses, and relatives dependent on them who are entitled to privileges and immunities and facilities, an identity card specifying the holder's status.

ARTICLE XVI
PURPOSE OF PRIVILEGES AND IMMUNITIES AND CO-OPERATION WITH THE ITALIAN AUTHORITIES

Section 25

(a) The privileges and immunities provided for in Articles XIII to XV are conferred in the interest of the Organization and not for the personal benefit of the individuals themselves. The authorities specified in Sub-Section (b) below shall have the right and the duty to waive immunity whenever it would impede the course of justice and can be waived without prejudice to the interests of the Organization.

(b) The authorities referred to in Sub-Section (a) shall be:

(i) the Governments concerned with respect to their Representatives;

(ii) the Chairman of the Board of Advisers with respect to Board Members;

(iii) the Assembly with respect to the Chairman of the Board of Advisers, persons covered by Article XIV, and the Director-General;

(iv) the Director-General with respect to other members of the staff.

(c) The Organization and its staff shall co-operate with the Italian authorities to facilitate the proper administration of justice, to secure the observance of police regulations and to prevent the occurrence of any abuse in connection with the privileges and immunities provided for in this Agreement.

(d) Without prejudice to the privileges and immunities conferred by this Agreement, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of the Italian Republic. Such persons, also have a duty not to interfere in the internal affairs of that State.

(e) No provision of this Agreement shall prejudice the right of the Government of the Italian Republic to adopt such measures as may prove indispensable for reasons of security. In such

cases the Government shall, whenever possible, inform the Director-General before taking any such measure.

ARTICLE XVII
SETTLEMENT OF DISPUTES

Section 26

Any disputes between the Organization and the Government concerning the interpretation or application of this Agreement or any question affecting the headquarters seat or the relationship between the Organization and the Government shall be settled by negotiations between the Parties.

ARTICLE XVIII
FINAL PROVISIONS

Section 27

(a) This Agreement shall enter into force on the first day of the month following the date on which it shall have been approved by the Organization and that the Italian Government shall have notified the Organization that it has ratified it.

(b) Consultations with respect to the amendment of this Agreement shall be entered into at the request of either party.

(c) This Agreement shall remain in force for such time as the Organization maintains its headquarters in the Italian Republic, unless it is terminated previously by mutual consent.

(d) The present agreement between the Italian Republic and the International Development Law Organization supersedes the previous agreement signed in Rome on March 28, 1992 as well as the exchange of notes between the same Parties in Rome of July 19, 1993.
Consequently, on the entry into force of the present agreement, the previous agreement will cease to have effect.

Done in Rome, in duplicate, in the English and Italian languages, each text being equally authoritative on .June 14, 2017.....

FOR THE INTERNATIONAL DEVELOPMENT LAW ORGANIZATION

Director-General

Irene Khan

FOR THE ITALIAN REPUBLIC

Director General
for Development Cooperation
of the Italian Ministry of Foreign
Affairs and International Cooperation

Amb. Pietro Sebastiani