

**HEADQUARTERS AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED ARAB EMIRATES
AND
THE INTERNATIONAL RENEWABLE ENERGY AGENCY**

Preamble

The Government of the United Arab Emirates;

And

The International Renewable Energy Agency;

Recalling the Statute of the International Renewable Energy Agency adopted at the Conference on the Establishment of the International Renewable Energy Agency in Bonn on 26 January 2009;

Recalling the decision taken by the Assembly of the International Renewable Energy Agency at its first session to designate Abu Dhabi, United Arab Emirates, as the permanent seat of the Agency;

Desiring to regulate the relations between the Government of the United Arab Emirates and the International Renewable Energy Agency taking into account the special requirements of renewable energy development;

Recognizing the preparedness of the Government of the United Arab Emirates to host the International Renewable Energy Agency's Headquarters at the capital of the United Arab Emirates, Abu Dhabi, and to facilitate the installation and functioning of the Headquarters;

Have agreed as follows:

**ARTICLE I
DEFINITIONS**

Section 1

For the purposes of this Agreement:

- a. "the Host Country" means the United Arab Emirates ("UAE");
- b. "Government" means the Government of the United Arab Emirates;
- c. "IRENA" means the international organization established under the Statute of the International Renewable Energy Agency opened for signature in Bonn on 26 January 2009;
- d. "Parties" means the Host Country and IRENA;

- e. "Statute" means the Statute of the International Renewable Energy Agency opened for signature at the Conference on 26 January 2009 and which has come into force on 8 July 2010;
- f. "the Conference" means the Conference on the Establishment of the International Renewable Energy Agency held in Bonn on 26 January 2009;
- g. "the Assembly" means the supreme organ of IRENA according to the Statute;
- h. the expression "appropriate UAE authorities" means such national or other authorities in United Arab Emirates as may be appropriate in the context and in accordance with the laws and customs applicable to United Arab Emirates;
- i. "Headquarters" means the area and any building, including any IRENA laboratory, equipment store, conference facilities, parts of buildings, land or facilities ancillary thereto, irrespective of ownership, as allocated by the Host Country and as specified in Annex 1 and/or as agreed to in Supplementary Agreements between IRENA and the Host Country, or as used by IRENA from time to time with the concurrence of the appropriate UAE authorities to carry out its official functions;
- j. "Permanent Mission" means the mission of a Member to IRENA established in the UAE under this Agreement;
- k. "Permanent Representative" means a Member's principal representative accredited to IRENA. For Members having established a Permanent Mission to IRENA in the United Arab Emirates, the Permanent Representative shall be the head of the Permanent Mission;
- l. "Vienna Convention" means the Vienna Convention on Diplomatic Relations of 18 April 1961;
- m. "the Director-General" means the Director-General appointed by the Assembly in accordance with the Statute;
- n. "the Secretariat" means the Secretariat of IRENA as described in Article XI of the Statute;
- o. "IRENA Staff" means the Director-General and all personnel appointed or recruited for full-time employment with IRENA and subject to the Staff Regulations of IRENA, but does not include experts or persons recruited locally and assigned on hourly rates of pay;
- p. "Member" means a Member of IRENA as described in Article VI of the Statute;
- q. "Observers" means the designated representative of any State other than Members, of any international organization or any other organization active in

the field of renewable energy, having been granted the right of an observer by IRENA pursuant to the Statute;

r. "Delegate" means the designated representative of a Member of IRENA and any member of their delegation who is an alternate or adviser attending any meeting or conference of IRENA;

s. "Immediate Dependents" means a spouse and dependent children under the age of twenty-one forming part of the household;

t. "Experts" means persons who, in their personal capacity, are performing missions authorized by the Director-General, provided that they are neither a Delegate nor IRENA Staff;

u. "Vehicles" means all vehicles including cars, trucks and railway wagons which are made available to IRENA that are owned, chartered or leased by IRENA, for use in connection with its activities;

v. "Property" means all property, assets, funds and income belonging to IRENA or held or administered in furtherance of its official functions under the Statute;

w. "Archives" means all records, correspondence, documents, manuscripts, computer and media data, photographs, films, video and sound recordings belonging to or held by IRENA or any of its Staff in an official function, and any other material which the Director-General and the Government may agree to form part of the archives IRENA;

x. "Seconded" means a person who is seconded by a Member to provide their expertise to IRENA and who is subject to the Staff Regulations of IRENA.

ARTICLE II

INTERPRETATION AND OBJECTIVE

Section 2

This Agreement shall be interpreted in the light of its primary objective of enabling the IRENA to perform its official functions in the Host Country. The Parties acknowledge that they will exercise their rights and obligations under this Agreement consistent with the primary objective of this Agreement.

ARTICLE III

LEGAL STATUS AND CAPACITY, AND FREEDOM OF ASSEMBLY

Section 3

The Government recognises the international legal personality of IRENA and IRENA, acting through the Secretariat, shall have such legal capacity as may be necessary for the exercise of its official functions and the fulfillment of its purposes, including the capacity to contract, to acquire and dispose of immovable and movable property, and to be party to and to initiate judicial proceedings.

Section 4

IRENA shall enjoy in the United Arab Emirates independence and freedom of action in the furtherance of its official functions. IRENA shall have the right to display its flag, and other identifiers, on its premises, vehicles, aircraft, and vessels.

Section 5

The Government shall take all proper steps to ensure that no impediment shall interfere with the enjoyment by IRENA of the full freedom of assembly, or in the conduct of any meeting it convenes.

The Government recognizes the right of IRENA to convene meetings at its discretion within the Headquarters in Abu Dhabi, and with the concurrence of the appropriate UAE authorities, elsewhere in the United Arab Emirates.

ARTICLE IV

HEADQUARTERS

Section 6

The Government shall grant, free of charge, the Headquarters of IRENA as of the date of entry into force and during the implementation of this Agreement, the exclusive use and occupancy of the Headquarters, as specified in Annex 1 and/or as agreed to in Supplementary Agreements between IRENA and the Host Country.

Section 7

a. The Government recognises the inviolability of the Headquarters. The service of legal process may take place within the Headquarters only with the consent of, and under conditions approved by or on behalf of the Director-General. The premises of the Headquarters shall not become a refuge from justice and the Director-General shall not allow the Headquarters to be used to harbour persons who are avoiding arrest under any law of the United Arab Emirates, who are

wanted by the Government for extradition to another country, or who are endeavouring to evade service of legal process.

b. This Section shall not prevent the reasonable application of fire protection or health regulations or matters of public safety by appropriate UAE authorities. The appropriate UAE authorities, officers or officials shall be entitled to enter the Headquarters in the exercise of their official duties only with the consent or at the request of the Director-General or his or her designated representative. However, the consent of the Director-General may be assumed in the case of an uncontrolled fire or other similar disaster that immediately threatens the public safety and requires prompt protective action, for the limited purpose of taking such protective action as may be necessary to remove the immediate threat to public safety.

Section 8

a. The Headquarters shall be under the authority and control of IRENA, as provided in this Agreement.

b. The laws of the UAE shall apply within the Headquarters, except as otherwise provided in this Agreement, including as subject to any regulation enacted according to this Section. Except as otherwise provided in this Agreement, the courts or other appropriate organs of the UAE shall have jurisdiction over acts done and transactions taking place in the Headquarters.

c. IRENA shall have the power to enact regulations, operative within the Headquarters, for the purpose of establishing therein any conditions necessary for the full execution of its functions. No laws of the United Arab Emirates which are inconsistent with a regulation of IRENA authorized by this Article shall, to the extent of such inconsistency, be applicable within the Headquarters. Any dispute between IRENA and the United Arab Emirates as to whether a regulation of IRENA is authorized by this Article or as to whether a law of the United Arab Emirates is inconsistent with any regulation of IRENA authorized by this Article, shall be promptly settled by the procedure set out in Article XIII of this Agreement. Pending such settlement, the regulation of IRENA shall apply and the law of the United Arab Emirates shall be inapplicable in the Headquarters to the extent that IRENA claims it to be inconsistent with its regulation. IRENA shall regularly inform the Government of its regulations.

Section 9

a. The Government shall take whatever action may be necessary to ensure that IRENA shall not be dispossessed of all or any part of the Headquarters. The appropriate UAE authorities shall exercise due diligence to ensure that the security and tranquility of the Headquarters is not disturbed by any person or

group of persons attempting unauthorized entry into, or creating a disturbance in the vicinity of, the Headquarters. The appropriate Government authorities shall provide in the vicinity of the Headquarters such protection as is required for these purposes, and considered necessary for the preservation of order in the Headquarters' vicinity.

b. The appropriate UAE authorities shall exercise, to the extent requested by the Director-General or his or her designated representative, their respective powers to ensure that the Headquarters shall be supplied with the necessary public utilities and services. When public utilities and services are supplied by Government authorities or bodies under their control, IRENA shall be supplied at tariffs not exceeding the rates accorded to Government offices. In case of any interruption, or threatened interruption of any of the above services, the appropriate government authorities shall consider the needs of IRENA as being of equal importance as those of essential agencies of the Government and shall take steps accordingly to ensure that the work of IRENA is not prejudiced.

Section 10

The inviolability, privileges and immunities conferred by this Agreement upon the Headquarters shall immediately cease to apply to any part thereof that IRENA ceases to occupy and use in the performance of its official functions.

ARTICLE V

IRENA PROPERTY, FUNDS AND ASSETS

Section 11

IRENA and its Property, including Archives, shall enjoy immunity from any form of legal process, except to the extent IRENA expressly waives this immunity in writing in a particular case and except in the cases of civil action by a third party for damages arising out of an accident caused by a vehicle belonging to it or operated on its behalf. Waiver by IRENA, however, shall not entail waiver of its immunity from measures of execution. The property of IRENA, wherever located and by whomsoever held, shall be immune from search, foreclosure, seizure, all forms of attachment, injunction, expropriation or other legal process except in so far as in any particular case IRENA shall have expressly waived its immunity in writing.

Section 12

a. The Property of IRENA and of its Members necessary for the exercise of official activities of IRENA shall be exempt from any form of direct taxation, from customs duties, and from prohibitions and restrictions on imports and exports, except those prohibitions and restrictions relating to health and safety, on the understanding that articles imported under such exemptions will not be

sold within the United Arab Emirates other than in accordance with conditions mutually agreed upon by the Government and IRENA. This includes, but is not limited to, food commodities, freight and any equipment necessary for its transport, articles, supplies, equipment, provisions and other materials.

b. IRENA may in order to carry out its activities:

(1) freely purchase funds, currencies and securities, and dispose of them through accounts, and convert any currency held by it into any other currency;

(2) freely transfer its funds and currencies to and from the United Arab Emirates and to or from any country or within the United Arab Emirates, in accordance with the relevant United Arab Emirates regulations.

c. the Government shall assist IRENA in obtaining the most favourable terms with regard to exchange rates and IRENA shall, in exercising its rights hereunder this paragraph, pay due regard to any representation made by the Government insofar as it considers that effect can be given to such representations while at the same time safeguarding the interest of IRENA.

Section 13

IRENA shall pay, according to the terms laid down in the law of the United Arab Emirates, taxes included in the prices charged for goods sold and services provided. However, sales taxes levied for the purposes of the state budget and relating to the purpose of moveable and immoveable property or services by IRENA for its official use shall be subject to reimbursement on terms to be agreed jointly with the appropriate UAE authorities.

ARTICLE VI

COMMUNICATION FACILITIES FOR THE IMPLEMENTATION OF IRENA ACTIVITIES

Section 14

IRENA shall enjoy treatment for its official communications and telecommunications, which are necessary for the exercise of its official activities, not less favourable than that accorded by the Government to any other intergovernmental organisation or diplomatic mission and the use of telecommunication or satellite equipment by IRENA shall be coordinated with appropriate UAE authorities. For the exercise of IRENA's official activities, the Government shall:

a. provide IRENA with licenses and frequencies required to maintain 24-hour-a-day, seven-days-a-week wireless communications with its operational units, wherever situated and upon prior approval of the appropriate UAE authorities;

b. facilitate licenses to IRENA for the importation, installation, operation, and eventual exportation of satellite communications equipment required to maintain

24-hour-a-day, seven-days-a-week satellite communications in accordance with the laws and regulations of the UAE;

c. afford IRENA the right to import, and subsequently export, all necessary telecommunications equipment, including but not limited to radio phones, mobile phones, satellite stations, and electronic devices and media, free of taxation;

d. afford IRENA the right to install and operate the above mentioned telecommunications equipment from its Headquarters, vehicles, vessels and aircraft and hand-carried by IRENA Staff, free of local or national UAE governmental taxes and frequency management fees;

e. facilitate full Internet access for IRENA.

Section 15

The official communications, correspondence and Archives of IRENA shall be inviolable. Such inviolability, without limitation by reason of this enumeration, shall extend to publications, photographs, slides, films and sound recordings, and electronic mail. IRENA shall:

a. have the right to use codes to dispatch and receive correspondence and other materials by courier or in sealed bags which shall have the same privileges and immunities as diplomatic couriers and bags;

b. ensure that all telecommunications equipment and communications frequencies are only to be used for official IRENA functions with appropriate licensing and permits from the appropriate UAE authorities. IRENA shall ensure proper use, physical security and physical restricted access to its telecommunications equipment and frequencies.

ARTICLE VII

VISAS

Section 16

a. The appropriate UAE authorities shall not impede the entry into and sojourn in the territory of the United Arab Emirates for the performance of activities necessary to conduct the official affairs of IRENA and shall place no impediment in the way of the departure from the territory of the United Arab Emirates of the persons listed below, and shall ensure that no impediment is placed in the way of their transit to or from the Headquarters and shall afford them any necessary protection in transit:

(1) Delegates of a Member;

(2) IRENA Staff and their Immediate Dependents;

(3) Experts performing official functions for IRENA.

b. The Director-General shall communicate the names of such persons referred to in subparagraphs 1, 2 and 3 of subparagraph (a) of this Section to the Government within a reasonable time prior to their arrival and departure, specifying the categories of Staff according to Section 15. Upon reasonable prior notification, the Government shall facilitate entry into UAE territory, sojourn on this territory and exit there from of all categories of persons mentioned in this Section. Furthermore, the Director-General shall, at the request of the appropriate UAE authorities, enter into discussion with such authorities, with a view to instituting additional procedures for registering the arrival and departure of all persons who have been granted visas.

ARTICLE VIII

IRENA STAFF

Section 17

- a. IRENA may assign such staff to the Headquarters and other IRENA activities necessary to carry out its official functions.
- b. IRENA shall regularly inform and update the Government regarding the Staff and all other personnel assigned to the Headquarters, including their names, job titles and professional grades, and nationalities. For each Staff member, the Director-General shall also indicate whether such individual is a Seconded or directly-employed.
- c. IRENA shall notify the Government when a Staff member or other personnel take up or relinquish their post. The Director-General shall ensure that such information is provided to the Government 45 days prior to commencement of Staff member's, or other personnel's duties at the Headquarters, and 45 days prior to their final departure.
- d. The Government shall take special measures as necessary, to ensure free movement of IRENA Staff to the extent necessary for the proper, speedy and efficient execution of the official activities of IRENA.
- e. The Government will, as necessary, facilitate the location of suitable housing accommodation for IRENA Staff who are not locally recruited.
- f. Upon notification of their appointment, the Government shall issue to each IRENA Staff member a card bearing the photograph of its holder, which attests to the status of that person as an employee of IRENA. A similar card shall also be issued to Immediate Dependents of IRENA Staff. The competent authorities shall recognise this card as an attestation of the person's identity and status under this Agreement. IRENA shall, upon termination of employment or reassignment of Staff, ensure that all identity cards are returned promptly to the Government.

g. IRENA Staff shall be exempt from all compulsory contributions to the social security schemes in the United Arab Emirates. Consequently, they shall not be covered by the social security regulations of the United Arab Emirates.

h. The provisions of subparagraph g. of this Article shall apply, *mutatis mutandis*, to Immediate Dependents forming part of the households of the persons referred to in paragraph b of this Section 17, unless they are employed in the United Arab Emirates by an employer other than IRENA, or receive a United Arab Emirates social security benefit.

i. Unless otherwise noted, the provisions of this Agreement that apply to IRENA Staff shall apply to personnel having the status of *Secondees*, taking into consideration their professional grades.

ARTICLE IX

PRIVILEGES AND IMMUNITIES

Section 18

Delegates of a Member shall irrespective of the status of diplomatic relations between the respective Member and the UAE, while exercising his or her functions and during his or her journey to and from the place of meeting, enjoy the following privileges, exemptions, and immunities:

- a. immunity from personal arrest or detention and immunity from legal process in respect of words spoken or written and all official acts done by them in relation to IRENA's official functions in their capacity as Delegates of a Member, and which shall continue to be accorded, even after the persons concerned have ceased to be Delegates of a Member;
- b. inviolability for all their official papers and documents and other official materials;
- c. the right to receive papers or correspondence by courier or in sealed bags;
- d. exemption in respect of themselves, and their Immediate Dependents, from immigration restrictions, alien registration or national service obligations in the United Arab Emirates;
- e. the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions in accordance with the relevant UAE regulations;
- f. the same immunities and facilities in respect of their personal baggage as are accorded to diplomatic agents;
- g. where the incidence of any form of taxation depends upon residence, periods during which the Delegate of a Member is present in the Host Country for the discharge of his or her duties shall not be considered as periods of residence;

h. privileges and immunities are accorded to Delegates of a Member not for the personal benefit of the individuals themselves, but in order to safeguard the independent exercise of their functions in connection with IRENA . Consequently, each Member not only has the right but is under a duty to waive the immunity of its Delegate where such immunity would impede the course of justice, and it can be waived without prejudice to the purpose for which the immunity is accorded. IRENA shall encourage Members to waive immunity of their Delegates in any case where such immunity would impede the course of justice.

Section 19

a. Notwithstanding any other privileges, immunities, exemptions and facilities accorded under this Agreement:

(1) The Director-General shall be accorded the privileges and immunities, exemptions and facilities accorded to heads of diplomatic missions accredited by the Government under the Vienna Convention;

(2) IRENA Staff having the professional grade of P5 and above, shall be accorded the same privileges and immunities, exemptions and facilities as the Government accords to diplomatic agents of comparable rank of the diplomatic missions established in the United Arab Emirates under the Vienna Convention;

(3) IRENA Staff having the grade of P4 and below shall be accorded the same privileges and immunities, exemption and facilities as the Government accords to members of the administrative and technical staff of the diplomatic missions established in the United Arab Emirates under the Vienna Convention, provided that the immunity from criminal jurisdiction and personal inviolability shall not extend to acts performed outside the course of their official duties;

(4) IRENA Staff who are nationals of or permanently resident in the United Arab Emirates shall enjoy immunity from legal process of every kind in respect of words spoken or written only in the exercise of their functions. Such immunity shall continue to be accorded after termination of employment with IRENA. They shall not enjoy other privileges and immunities set out in this Agreement;

(5) IRENA Staff enjoying the same privileges and immunities as are accorded to members having comparable rank of diplomatic missions accredited to the United Arab Emirates shall not practice for personal profit any professional activity or undertake any commercial activity within the United Arab Emirates.

b. The Government will, at the request of the Director-General, grant persons who are seconded to IRENA the same privileges and immunities accorded to IRENA Staff pursuant to this Agreement, based upon the professional grade of the IRENA Staff position held by the Seconded. Seconded shall be subject to the Staff Rules and Regulations of IRENA.

Section 20

In addition to the privileges, immunities, exemptions and facilities provided in *Section 19*, IRENA Staff who are not nationals of the United Arab Emirates shall enjoy within and with respect to the United Arab Emirates the following facilities and privileges:

- a. freedom to acquire or maintain within the United Arab Emirates foreign securities, foreign currency accounts and other movables and the right to take same out of the United Arab Emirates through authorized channels in accordance with the relevant United Arab Emirates regulations;
- b. the same privileges in respect of currency exchange facilities as are accorded to staff of comparable ranks forming part of diplomatic missions.

Section 21

In addition to the privileges, immunities, exemptions and facilities provided in *Section 19*, at the time of first taking up their post, IRENA Staff in the host country shall enjoy within and with respect to the United Arab Emirates the right to import for personal use, free of duty and other levies:

- a. their furniture, household and personal effects, in one or more separate shipments, and thereafter to import necessary additional household personal effects in their ownership or possession or already ordered by them and intended for their personal use or for their establishment;
- b. one motor vehicle, and in the case of staff accompanied by their immediate dependents, two motor vehicles. Imported motor vehicles may then be sold in the United Arab Emirates at any time after their importation, subject to the Government regulations concerning payment of customs duties; and
- c. reasonable quantities of articles intended for personal consumption in accordance with existing Government regulations;
- d. the above goods shall be imported within six months of a Staff member's first entry into the United Arab Emirates.

**ARTICLE X
EXPERTS ON MISSIONS FOR IRENA**

Section 22

Experts shall be accorded the following privileges and immunities in so far as is necessary for the exercise of their functions, including the time spent on journeys in connection with such functions:

- a. immunity from personal arrest or detention and immunity from legal process in respect of words spoken or written and all acts done by them in their capacity as experts, which shall continue to be accorded, even after the persons concerned have ceased to be an expert;
- b. Inviolability of all papers, documents and official material;
- c. the right to use codes and to receive papers and correspondence by courier or in sealed bags, for the purposes of their communications with the IRENA;
- d. the same facilities in respect of currency and exchange restrictions as are accorded to IRENA staff members;
- e. the same immunities and facilities in respect of their personal baggage as are accorded to IRENA staff members.

**ARTICLE XI
MISSIONS TO IRENA**

Section 23

A Member of IRENA may establish a Permanent Mission in Abu Dhabi for the purposes of the representation of that State to IRENA, the size of which is to be commensurate with the purposes of that representation. Such a mission shall be accredited to IRENA.

Section 24

The Director-General shall notify the Government of the Member's intention to establish a Permanent Mission and provide the names of their staff.

Section 25

The head of a Permanent Mission shall be designated by the Government of the Member concerned and shall inform the Director-General of the names of such resident members of its staff.

Section 26

Permanent Missions shall enjoy the same privileges and immunities as are accorded to diplomatic missions in the United Arab Emirates.

Section 27

Members of a Permanent Mission and their Immediate Dependents shall be entitled to the same privileges and immunities as the Government accords to the Members and Immediate Dependents of comparable rank of diplomatic missions in the United Arab Emirates.

Section 28

The Government shall designate a location for the purposes of establishing Permanent Missions.

Section 29

The Government shall provide the Members and their Immediate Dependents of the Permanent Mission with a card bearing their photograph which certifies their privileges and immunities.

**ARTICLE XII
WAIVER OF PRIVILEGES AND IMMUNITIES AND
ADMINISTRATION OF JUSTICE**

Section 30

Privileges and immunities are accorded to IRENA Staff and Experts not for the personal benefit of the individuals themselves, but in order to safeguard the independent exercise of their functions in connection with IRENA. Consequently, the Director-General shall not only have the right but is under a duty to waive the immunity of any IRENA Staff member or Expert in any case

where, the immunity would impede the course of justice and it can be waived without prejudice to the purpose for which the immunity is accorded.

Privileges and immunities may be waived by the following authorities:

- a. For Delegates of Members and their Immediate Dependents: the Member concerned;
- b. For the Director-General and his/her family: the Assembly;
- c. For members of Staff and their Immediate Dependants and members of their families: the Director-General;
- d. For Experts: the Director-General.

In all cases, such waiver must be expressed and in writing.

Section 31

IRENA shall cooperate at all times with the appropriate authorities of the United Arab Emirates 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, immunities and facilities referred to in this Agreement. If the Host Country considers that there has been an abuse of a privilege or immunity conferred by this Agreement, consultations shall be held between the Government and the Director-General to determine whether any such abuse has occurred and, if the abuse of privilege or immunity is confirmed, the Government of the United Arab Emirates might consider requesting departure from the United Arab Emirates and consider the person persona non grata.

ARTICLE XIII SETTLEMENT OF DISPUTES

Section 32

IRENA and the Government shall make provisions for appropriate modes of settlement of:

- a. disputes arising out of contracts and other disputes of a private law character to which IRENA is a party;

b. disputes involving a member of IRENA staff who, by reason of his or her official position, enjoys immunity, if such immunity has not been waived.

Section 33

Any dispute between the Parties concerning the interpretation or application of this Agreement or any question affecting the Headquarters or relations between the Parties that is not settled by negotiation or other agreed mode of settlement shall be referred for final and binding decision to a tribunal of three arbitrators at the request of either Party. The arbitration shall be held in a place, mutually agreed upon between the Parties. For the purposes of the implementation of this Section:

- a. each Party shall appoint and brief one arbitrator and advise the other Party of the name of its arbitrator. In the event that within thirty (30) days of the request for arbitration either Party has not appointed an arbitrator, either Party may request the President of the International Court of Justice to appoint an arbitrator. The third arbitrator, who shall be chairman of the tribunal, shall be chosen by the first two arbitrators. Should the first two arbitrators fail to agree upon the third within six (6) months of their appointment, the third arbitrator shall be chosen by the President of the International Court of Justice at the request of either Party;
- b. a majority vote of the arbitrators shall be sufficient to reach a decision, including decisions on procedural matters, which shall be final and binding; and
- c. the expenses of arbitration shall be borne by the Parties as laid down in the arbitral award.

ARTICLE XIV
SUPPLEMENTAL AGREEMENTS

Section 34

The Government and IRENA may enter into such supplemental agreements as may be necessary to give full effect to this Agreement.

ARTICLE XV
GENERAL PROVISIONS

Section 35

a. United Arab Emirates shall not, on account of IRENA activities on its territory, assume any international responsibility for acts or omissions of IRENA or for those officials in the exercise of their duties.

b. Nothing in this Agreement shall be construed as in any way limiting the right of the Host Country to take measures to safeguard its own security in the implementation of this Agreement.

c. IRENA shall cooperate at all times with the competent UAE authorities in order to facilitate the proper administration of justice, to ensure that police regulations are complied with and to prevent any abuse which could arise out of the privileges, immunities, exemptions, and facilities provided for in this Agreement.

d. This Agreement may only be modified by written agreement between the Parties hereto. The Parties in keeping with the relevant resolutions and decisions of IRENA shall settle any relevant matter for which no provision is made in this Agreement. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this Section.

e. Traffic violations will be excluded from the provisions of privileges and immunities granted under this Agreement.

ARTICLE XVI

ENTRY INTO FORCE, DURATION AND TERMINATION

Section 36

a. Both Parties shall notify each other in writing of the completion of their respective internal procedures required for the entry into force of this Agreement. The Agreement shall enter into force on the day following the date of the receipt of the second notification.

b.. This Agreement may be terminated by a joint decision in a written agreement between IRENA and the Government.

c. In the event, the IRENA Headquarters is moved from the Host Country, this Agreement shall cease to be in force.

d. The obligations assumed by the Government shall survive the termination of this

Agreement to the extent necessary to permit orderly withdrawal of the property, funds and assets of IRENA and IRENA Staff by virtue of this Agreement but not longer than ninety (90) days after termination. If closure and disposal procedures require more than the ninety days, IRENA shall notify the Government and the time extension shall not exceed an additional ninety (90) days.

IN WITNESS WHEREOF the undersigned, being duly authorized representatives of the Parties, have signed this Agreement and have affixed their seals hereto.

Executed in Abu Dhabi, United Arab Emirates, on this 03 day of **June, 2012** in duplicate, and in the Arabic and English languages, each text being equally authentic.

ON BEHALF OF THE
GOVERNMENT OF THE UNITED
ARAB EMIRATES

ON BEHALF OF THE
INTERNATIONAL RENEWABLE
ENERGY



Dr. Anwar M Gargash
**Minister Of State Of Foreign
Affairs**



Adnan Z Amin
Director General