

**PREPARATORY COMMISSION FOR THE
INTERNATIONAL RENEWABLE ENERGY AGENCY**

**Report of the Chair of the Headquarters Agreement
Working Group**

Fourth session
24th and 25th October, 2010
Abu Dhabi, UAE

PC.4/DC.8
Agenda item 20

The Working Group on the Headquarters Agreement met on October 23 to discuss issues related to (1) the conclusion of the Interim Headquarters Agreement between the Preparatory Commission and the United Arab Emirates and (2) a process for the development and conclusion of the three permanent agreements that will be put in place for IRENA: (i) the Headquarters Agreement between IRENA and the United Arab Emirates, (ii) the Host Country Agreement between IRENA and Austria, and (iii) the Host Country Agreement between IRENA and Germany.

The Working Group noted that the establishment of offices in three separate countries, requiring agreements with each of these countries, presents unique challenges to the organization. The Group noted the need to strive for consistency among the agreements given the desire to maintain equal treatment of personnel across the organization, and at the same time recognized that the final terms of each agreement may vary given the different constraints of each of the host countries and their prior precedents.

The Group further recalled the extensive progress that had been made over the past eleven months in the development of the Interim Headquarters Agreement, and the numerous rounds of comments solicited on the agreement both among members of the Working Group and the full membership of the Preparatory Commission. The United Arab Emirates reaffirmed that the Interim Headquarters Agreement represented a work in progress, and noted that while some comments provided during the process had not been incorporated into the current form of the agreement, an open dialogue would continue on all items and that the content of the Interim Headquarters Agreement would not prejudice the outcome of the permanent Headquarters Agreement.

The Secretariat's Legal Adviser noted that until the Interim Headquarters Agreement comes into force there is no vehicle providing the Preparatory Commission with privileges and immunities in the United Arab Emirates, and that, as a result, the Secretariat is currently exposed to legal risk that would not exist if the Agreement was brought into force.

The Headquarters Working Group therefore decided that the current draft of the Interim Headquarters Agreement (see Annex 1) should be considered the final draft of the Agreement contemplated by the decision on the Headquarters Agreement adopted by the Third Session of the Preparatory Commission (IRENA/PC.3/dc.1). The Working Group further noted, however, that in order to expedite the signing of the Agreement, the Chair of the Preparatory Commission should be authorized to sign the Agreement on behalf the Preparatory Commission, and forwards the draft decision in Annex 1 to provide the Chair of the Preparatory Commission with that authority.

Finally, the Headquarters Working Group decided that each host country should develop their respective permanent agreements according to the following procedure:

1. Each country shall submit to the Secretariat, as soon as possible, a draft Agreement.
2. The Secretariat shall promptly post the draft Agreement on the password-protected website and notify all members by e-mail that the draft has been posted, requesting that comments be provided within three weeks. It is incumbent upon each country to consider and resolve comments from each member as well as those of the Secretariat.
3. Each country shall produce a second draft of their respective Agreement, and submit the Agreement to the comment procedure set out in paragraph 2.
4. Each country shall produce a final draft Agreement to be forwarded to the Assembly for approval.
5. Recognizing both the need to strive for consistency among the agreements with respect to the treatment of personnel and the fact that some differences may be unavoidable as each country works within its own unique constraints, the Legal Advisor of the Commission should work with each country to aid in the coordination among each of the agreements with both a view toward achieving maximum consistency while respecting the sovereign decisions of each country.
6. The three countries shall strive to submit their respective agreements in a coordinated fashion to be decided upon by the First Assembly.

The Headquarters Working Group recognizes that each agreement will ultimately be subject to approval by the Agency, and urges each country to work toward consensus approval of their respective agreement. The Headquarters Working Group notes its opinion that the Preparatory Commission should recommend to the Agency that it should approve all agreements as a package.

Annex 1

Decision on the Interim Headquarters Agreement

*The Preparatory Commission for the International Renewable Energy Agency (“Commission”)
at its Fourth Session,*

recognizing that the process set out in Decision IRENA/PC.3/dc.1 has been concluded,

conscious of the urgent need to regulate the legal relations between the Commission and the United Arab Emirates in order to secure privileges and immunities for the Commission and its subsidiary bodies, including the Secretariat and its staff,

desiring to provide maximum clarity regarding the authority to enter into the agreement,

decides as follows:

The Chair of the Preparatory Commission is authorized to sign the attached Interim Headquarters Agreement on behalf of the Preparatory Commission.

HOST COUNTRY AGREEMENT

BETWEEN

THE GOVERNMENT OF THE UNITED ARAB EMIRATES

AND

**THE PREPARATORY COMMISSION FOR THE INTERNATIONAL
RENEWABLE ENERGY AGENCY**

Preamble

The Government of the United Arab Emirates (hereinafter referred to as “Government”);

And

The Preparatory Commission for the International Renewable Energy Agency (hereinafter referred to as the “Preparatory Commission”);

Considering 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 (the “Conference”);

Noting the Conference resolution on “Establishing a Preparatory Commission for the International Renewable Energy Agency”;

Recalling the decision passed by the Preparatory Commission at its second session to base the Headquarters of the Preparatory Commission in Abu Dhabi, United Arab Emirates;

Desiring to regulate the relations between the Government of the United Arab Emirates and the Preparatory Commission for IRENA taking into account the special requirements of renewable energy development;

Considering the wish of the Preparatory Commission for IRENA to establish its Headquarters to implement the global International Renewable Energy Agency objectives;

Recognising the preparedness of the Government to host the Preparatory Commission for IRENA 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 Conference” means the Conference on the Establishment of the International Renewable Energy Agency held in Bonn on 26 January 2009;
- b. “IRENA” means the International Renewable Energy Agency;
- c. “the Host Country” means the United Arab Emirates (“UAE”);
- d. “Government” means the Government of the United Arab Emirates;
- e. “the Preparatory Commission” means the Preparatory Commission for the International Renewable Energy Agency established by Conference resolution IRENA/FC.res.1 Establishing a Preparatory Commission for the International Renewable Energy Agency including all of its subsidiary bodies;
- f. the expression “appropriate UAE authorities” means such national or other authorities in UAE as may be appropriate in the context and in accordance with the laws and customs applicable to UAE;
- g. “Headquarters” means the area and any building, including any Preparatory Commission 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 the Preparatory Commission and the Host Country used now or in the future by the Preparatory Commission on a permanent basis or from time to time, to carry out its official functions;
- h. “Parties” means the Host Country and the Preparatory Commission;
- i. “Statute” means the Statute of the International Renewable Energy Agency opened for signature at the Conference;
- j. “Vienna Convention” means the Vienna Convention on Diplomatic Relations of 18 April 1961;
- k. “Interim Secretariat” means the body established by the Preparatory Commission under section (8)(b)(4) of Conference resolution IRENA/FC.res.1;
- l. “Interim Director-General” means the Interim Director-General appointed by the Preparatory Commission pursuant to Section (8)(b)(1) of Conference resolution IRENA/FC.res.1;

- m. "Staff of the Preparatory Commission" means the Interim Director-General and all personnel appointed or recruited for full-time employment with the Preparatory Commission and subject to staff regulations of the Preparatory Commission, but does not include experts or persons recruited locally and assigned on hourly rates of pay;
- n. "Signatory" means a signatory of the Statute;
- o. "Observers" means the designated representative of any State other than Signatories, of any international organisation or any other organisation active in the field of renewable energy, having been granted the right of an observer by the Preparatory Commission according to its Rules of Procedure;
- p. "Delegate" means any designated representative of a Signatory and any member of their delegation who is an alternate or adviser attending any meeting or conference of the Preparatory Commission;
- q. "Immediate Dependents" means a spouse and dependent children under the age of twenty-one forming part of the household;
- r. "Offices" means premises used by the Preparatory Commission for IRENA in the United Arab Emirates for the conduct of its official activities;
- s. "Vehicles" means all vehicles including cars, trucks and railway wagons which are made available to the Preparatory Commission by signatories of the Statute or are owned, chartered or leased by the Preparatory Commission, for use in connection with its activities;
- t. "Property" means all property, assets, funds and income belonging to the Preparatory Commission or held or administered by the Preparatory Commission in furtherance of its official functions under the Statute and the aforementioned Resolution;
- u. "Archives" means all records, correspondence, documents, manuscripts, computer and media data, photographs, films, video and sound recordings belonging to or held by the Preparatory Commission or any of its Staff in an official function, and any other material which the Interim Director-General and the Government may agree to form part of the archives of the Preparatory Commission;
- v. "Seconded" means a person employed by a Signatory who is seconded by the Signatory to provide their expertise to the Preparatory Commission of IRENA and subject to secondment staff regulations of the Preparatory Commission.

ARTICLE II
INTERPRETATION AND OBJECTIVE

Section 2

This Agreement shall be interpreted in the light of its primary objective of enabling the Preparatory Commission 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 the Preparatory Commission and the Preparatory Commission 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

The Preparatory Commission shall enjoy in the United Arab Emirates independence and freedom of action in the furtherance of its official functions. The Preparatory Commission 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 the Preparatory Commission of the full freedom of assembly, or in the conduct of any meeting it convenes.

The Government recognises the right of the Preparatory Commission 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.

Section 6

The Preparatory Commission, its property and assets shall enjoy immunity from any form of legal process, except to the extent the Preparatory Commission 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. It is being understood, however, that waiver by the Preparatory Commission shall not entail waiver of its immunity from measures of execution.

The property of the Preparatory Commission, 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 the Preparatory Commission shall have expressly waived its immunity in writing.

ARTICLE IV
HEADQUARTERS

Section 7

The Government shall grant, free of charge, the Headquarters of the Preparatory Commission as of the date of entry into force and during the implementation of this Agreement, the exclusive use and occupancy of premises and use of facilities and installations necessary for the Headquarters. In the implementation of this section:

- a. the Headquarters shall be under the authority and control of the Preparatory Commission;
- b. the laws of the UAE shall apply within the Headquarters, except as otherwise provided in this Agreement, and subject to any regulation enacted according to paragraph (i) of this Section ;
- c. 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;
- d. the Government shall take whatever action may be necessary to ensure that the Preparatory Commission shall not be dispossessed of all or any part of the Headquarters
- e. the Government recognises the inviolability of the Headquarters;
- f. 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;

g. the appropriate UAE authorities shall exercise, to the extent requested by the Interim 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, the Preparatory Commission shall be supplied at tariffs not exceeding the rates accorded to Government offices;

h. in case of any interruption, or threatened interruption of any of the above services, the appropriate government authorities shall consider the needs of the Preparatory Commission as being of equal importance as those of essential agencies of the Government and shall take steps accordingly to ensure that the work of the Preparatory Commission is not prejudiced;

i. the Preparatory Commission 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 the Preparatory Commission authorized by this Article shall, to the extent of such inconsistency, be applicable within the Headquarters. Any dispute between the Preparatory Commission and the United Arab Emirates as to whether a regulation of the Preparatory Commission is authorized by this Article or as to whether a law of the United Arab Emirates is inconsistent with any regulation of the Preparatory Commission authorized by this Article, shall be promptly settled by the procedure set out in Article X, of this Agreement. Pending such settlement, the regulation of the Preparatory Commission shall apply and the law of the United Arab Emirates shall be inapplicable in the Headquarters to the extent that the Preparatory Commission claims it to be inconsistent with the regulation of the Preparatory Commission;

j. the Preparatory Commission shall regularly inform the Government of regulations made which fall within paragraph (i) of this Article;

k. 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 Interim Director-General;

l. the premises of the Headquarters shall not become a refuge from justice and the Interim 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;

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

n. 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 Interim Director-General or his or her designated representative. However the consent of the Interim 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.

ARTICLE V
THE PREPARATORY COMMISSION PROPERTY, FUNDS AND ASSETS

Section 8

The property of the Preparatory Commission, wherever located and by whomsoever held, shall enjoy the privileges and immunities specified in the present Agreement. For purposes of the implementation of this Section:

a. the assets, income and other property of the Preparatory Commission and of its members which are necessary for the exercise of official activities of the Preparatory Commission 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 Preparatory Commission and the Government. 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. the Preparatory Commission 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 UAE , in accordance with the relevant United Arab Emirates regulations;

c. the Government shall assist the Preparatory Commission in obtaining the most favourable terms with regard to exchange rates and the Preparatory Commission 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 the Preparatory Commission.

Section 9

The Preparatory Commission 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 the Preparatory Commission 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 THE
PREPARATORY COMMISSION ACTIVITIES**

Section 10

The Preparatory Commission 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 the Preparatory Commission shall be coordinated with appropriate UAE authorities. The Government shall:

- a. provide the Preparatory Commission 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 the Preparatory Commission 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 the Preparatory Commission 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 the Preparatory Commission the right to install and operate the above mentioned telecommunications equipment from its Headquarters, vehicles, vessels and aircraft and hand-carried by Staff of the Preparatory Commission, free of local or national taxes and frequency management fees;
- e. facilitate full Internet access to the Preparatory Commission.

Section 11

The official communications, correspondence and archives of the Preparatory Commission 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.

The Preparatory Commission:

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

ARTICLE VII **VISAS**

Section 12

- 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 the Preparatory Commission 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 Signatories;
 - (2). Staff of the Preparatory Commission and their Immediate Dependents;
 - (3). Persons other than Staff of the Preparatory Commission performing official functions for the Preparatory Commission and their Immediate Dependents;
- b. The Interim Director-General shall communicate the names of such persons referred to in subparagraphs 1, 2 and 3 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 United Arab Emirates territory, sojourn on this territory and exit there from of all persons mentioned in this section. Furthermore, the Interim 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
STAFF OF THE PREPARATORY COMMISSION

Section 13

- a. The Preparatory Commission may assign such staff to the Headquarters and other Preparatory Commission activities necessary to carry out its official functions.
- b. The Preparatory Commission 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 Preparatory Commission shall also indicate whether such Staff is a Seconded, or directly employed.
- c. The Preparatory Commission shall notify the Government when a Staff member or other personnel take up or relinquish their post. The Interim 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 Staff of the Preparatory Commission to the extent necessary for the proper, speedy and efficient execution of the official activities of the Preparatory Commission.
- e. The Government will, as necessary, facilitate the location of suitable housing accommodation for Staff of the Preparatory Commission who are not locally recruited.
- f. Upon notification of their appointment, the Government shall issue to all Staff of the Preparatory Commission a card bearing the photograph of its holder, which attests to the status of that person as an employee of the Preparatory Commission. This card shall also be issued to Immediate Dependents of Staff of the Preparatory Commission. The competent authorities shall recognise this card as an attestation of the person's identity and status under this Agreement. The Preparatory Commission shall, upon termination of employment or reassignment of Staff, ensure that all identity cards are returned promptly to the Government.
- g. The Preparatory Commission and its 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 13, unless they are employed in the United Arab Emirates by an employer other than the Preparatory Commission, or receive a United Arab Emirates social security benefit.

i. Unless otherwise noted, all provisions of this Agreement pertaining to Staff of the Preparatory Commission shall apply to personnel having the status of Seconded, taking into consideration their professional grades.

ARTICLE IX **PRIVILEGES AND IMMUNITIES**

Section 14

The Delegate of a Signatory shall irrespective of the status of diplomatic relations between the respective Signatory 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 and immunities:

- 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 Delegates of a Signatory, which shall continue to be accorded, even after the persons concerned have ceased to be Delegates of a Signatory;
- 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, their accompanying and Immediate Dependents from immigration restrictions, alien registration or national service obligations in the UAE;
- 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 United Arab Emirates 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 Signatory are present in the Host Country for the discharge of their duties shall not be considered as periods of residence; privileges and immunities are accorded to the Delegates of a Signatory not for the personal benefit of the individuals themselves, but in order to safeguard the independent exercise of their functions in connection with the Preparatory Commission. Consequently, each Signatory State 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. The Preparatory Commission shall encourage Signatory States to waive immunity of its Delegate in any case where such immunity would impede the course of justice.

Section 15

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

i. The Interim Director-General shall be accorded the privileges and immunities, exemptions and facilities accorded to heads of diplomatic missions accredited by the Government in accordance with the Vienna Convention;

ii. Staff of the Preparatory Commission 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, in conformity with the Vienna Convention;

iii. Staff of the Preparatory Commission 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, in conformity with the Vienna Convention, provided that the immunity from criminal jurisdiction and person inviolability shall not extend to acts performed outside the course of their official duties;

iv. Staff of the Preparatory Commission who are nationals of or permanently resident in the United Arab Emirates shall not enjoy those privileges and immunities set out in this Agreement that are not extended by the receiving state to nationals or permanent residents of the receiving state under the Vienna Convention;

v. In conformity with Article 42 of the Vienna Convention, Staff of the Preparatory Commission enjoying the same privileges and immunities as are accorded to members having comparable rank of diplomatic missions accredited to the UAE shall not practice for personal profit any professional or commercial activity within the UAE.

b. The Government will, at the request of the Interim Director General, grant persons who are seconded in accordance with Interim Secondment Regulations of the Preparatory Commission, the same privileges and immunities accorded to the Staff of the Preparatory Commission pursuant to this Agreement, based upon the professional grade of the Preparatory Commission Staff position held by the Secondee. Secondees shall be subject to the Interim

Secondment Regulations of the Preparatory Commission and, as provided in those regulations, the Interim Staff Regulations and Rules.

Section 16

In addition to the dispositions included in *Section 15*, Staff of the Preparatory Commission 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 in 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 17

In addition to the dispositions included in *Section 15*, at the time of first taking up their post, Staff of the Preparatory Commission within 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.

Section 18 – WAIVER OF PRIVILEGES AND IMMUNITIES

Privileges and immunities are accorded to the Staff of the Preparatory Commission not for the personal benefit of the individuals themselves, but in order to safeguard the independent exercise of their functions in connection with the Preparatory Commission. Consequently, the Interim Director shall not only have the right but is under a duty to waive the immunity of Staff 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.

Such immunities may be waived by the following authorities:

- a. For Delegates of Signatories and their immediate dependents: the Signatory State concerned;
- b. For the Interim Director-General and his/her family: the Preparatory Commission;
- c. For members of staff and Immediate Dependents and members of their families: the Interim Director-General.

In all cases, such waiver must be expressly waived in writing.

Section 19

The Preparatory Commission 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 Article.

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 Interim 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 X **SETTLEMENT OF DISPUTES**

Section 20

The Preparatory Commission 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 the Preparatory Commission is a party;

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

Section 21

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 XI **SUPPLEMENTAL AGREEMENTS**

Section 22

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

ARTICLE XII
GENERAL PROVISIONS

Section 23

- a. UAE shall not, on account of the Preparatory Commission activities on its territory, assume any international responsibility for acts or omissions of the Preparatory Commission 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. The Preparatory Commission shall co-operate 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 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 the Preparatory Commission 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.

ARTICLE XIII
ENTRY INTO FORCE, DURATION AND TERMINATION

Section 24

- 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 shall apply until the date of the first meeting of the Assembly of IRENA. It shall remain into force beyond that date provided that it is approved by the Host Country and the Director General, and, in that event, the Government shall extend, *mutatis mutandis*, all provisions of this Agreement that are applicable to the Preparatory Commission, the Staff of the Preparatory Commission, and its Signatory States to IRENA, the Staff of IRENA, and its Member States, respectively.

c. This Agreement may be terminated by a joint decision in a written agreement between the Preparatory Commission or, as applicable, IRENA, and the Government.

d. In the event of the Headquarters of the Preparatory Commission being moved from the Host Country, this Agreement shall cease to be in force.

e. 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 the Preparatory Commission and Staff of the Preparatory Commission 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, the Preparatory Commission 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, UAE, on this ____day of ____, _____in duplicate, and in the Arabic and English languages, each text being equally authentic.

FOR AND ON BEHALF OF THE PREPARATORY COMMISSION OF THE INTERNATIONAL RENEWABLE ENERGY AGENCY:

By:
Printed Name:
Position:
Signature Date:

FOR AND ON BEHALF OF THE GOVERNMENT OF THE UNITED ARAB EMIRATES:

By:
Printed Name:
Position:
Signature Date: