

## **WIPO Coordination Committee**

**Seventy-Fourth (48<sup>th</sup> Ordinary) Session**  
**Geneva, October 2 to 11, 2017**

### APPROVAL OF AGREEMENTS

#### *Addendum*

#### I. INTRODUCTION

1. In accordance with Article 12(4) of the Convention Establishing the World Intellectual Property Organization, the Director General may negotiate and, after approval by the Coordination Committee, shall conclude and sign on behalf of the Organization bilateral agreements with the other Member States with a view to the enjoyment by the Organization, its officials, and representatives of all Member States, of such privileges and immunities as may be necessary for the fulfilment of its objectives and for the exercise of its functions.

#### II. AGREEMENT BETWEEN WIPO AND THE PEOPLE'S DEMOCRATIC REPUBLIC OF ALGERIA

2. Consistent with paragraph 5 of the 'Guiding Principles Regarding WIPO External Offices' (A/55/13), the Director General of WIPO and the Government of the People's Democratic Republic of Algeria have negotiated an agreement as referred to in paragraph 1, the text of which is set forth as the Annex to the present document.

3. *The WIPO Coordination Committee is invited to approve the Agreement between WIPO and the Government of the People's Democratic Republic of Algeria as set forth in the Annex of document WO/CC/74/1 Add.*

*[Annex follows]*

**AGREEMENT BETWEEN  
THE WORLD INTELLECTUAL PROPERTY ORGANIZATION  
AND  
THE PEOPLE’S DEMOCRATIC REPUBLIC OF ALGERIA  
ON THE OPENING OF A REGIONAL EXTERNAL OFFICE IN ALGERIA**

The Government of the People’s Republic of Algeria (“the host State”) and the World Intellectual Property Organization (“WIPO” or “the Organization”), hereinafter referred to as “Party” singularly or “the Parties” collectively;

Considering the 1967 Convention Establishing the World Intellectual Property Organization, in particular Article 12 thereof;

Considering the offer of the Government of the People’s Democratic Republic of Algeria to host a WIPO External Office;

Recalling the Decision of the WIPO General Assembly (Document No. A/56/17) to open a WIPO External Office in Algeria, adopted in Geneva on October 11, 2016, at the 56<sup>th</sup> Ordinary Session;

Desirous of defining the conditions for opening and maintaining the External Office on the territory of the host State;

Cognizant of the benefits that may result from closer cooperation with WIPO to foster development in the field of intellectual property;

Have agreed as follows:

**Article I  
*Purpose of This Agreement***

**Section 1**

This Agreement embodies the basic conditions under which WIPO shall open and maintain a WIPO External Office (“Office”) in the host State in order to carry out activities within the Organization’s mandate, including promoting the protection of intellectual property.

**Article II**  
**General Provisions**

**Section 2**

1. The host State welcomes the establishment of the Office.
2. The Office shall be staffed with officials appointed by the Organization.
3. The Organization, its Office and its personnel shall enjoy, on the territory of the host State, the immunities, privileges and other facilities required to fulfil the objectives of the Organization, as specified in this Agreement.
4. WIPO and the host State shall cooperate at all times with a view to ensuring compliance with the laws and regulations of Algeria and preventing any abuse of the immunities and privileges, in the spirit of this Agreement.

**Article III**  
**Legal Capacity**

**Section 3**

In accordance with Article 12(1) of the Convention Establishing the World Intellectual Property Organization, the Organization, including its Office, enjoys on the territory of the host State, in conformity with the laws of that State, such legal capacity as may be necessary for the fulfilment of the Organization's objectives and for the exercise of its functions. The Organization, including its Office, shall have the capacity (a) to contract; (b) to acquire and dispose of immovable and movable property; and (c) to institute legal proceedings.

**Article IV**  
**Property, Funds and Assets**

**Section 4**

1. The host State shall provide the Organization *ex gratia* with suitable premises for the Office, and bear the cost of maintenance, renovation and insurance costs.
2. The host State shall provide and pay the cost of basic outfitting related to the setting up of the Office, including such furniture and other equipment as may be necessary for installation and operation of the Office (with the exception of computer equipment).
3. The host State shall ensure that the Office has access to the following public utility services needed for its smooth operation: water, electricity, sewerage, fire protection, and collection of waste. The host State shall pay all costs relating to the provision of such public utility services.
4. The host State shall provide the Office at no cost to the Organization with suitable security and protection of the WIPO Office, its personnel, their spouses and other recognized dependents. This responsibility flows from every host State's normal and inherent function of maintaining order and protecting persons and property within its jurisdiction.

5. The Organization shall bear the expenses on salary, benefits and allowances of its officials in accordance with WIPO Staff Regulations and Rules.

#### **Section 5**

The Organization, its properties and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except in so far as in any particular case the Organization has expressly waived its immunity. It is, however, understood that no waiver of immunity shall extend to any measure of execution.

#### **Section 6**

The premises of the Office shall be inviolable. The property and assets of the Organization, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

#### **Section 7**

The archives of the Organization, and in general all documents belonging to or held by the Organization, shall be inviolable, wherever located.

#### **Section 8**

While taking into account the applicable laws and regulations of the host State, the Organization may freely:

- (a) purchase any currencies through authorized channels and hold and dispose of them;
- (b) operate accounts in any currency;
- (c) purchase, hold and dispose of funds and securities; and
- (d) transfer its funds, securities and currencies to or from the host State, to or from any other country, or within the host State and convert any currency held by it in any other currency.

#### **Section 9**

The Organization, its assets, income and other property shall be:

- (a) exempt from all forms of direct taxation;
- (b) exempt from custom duties and restrictions on imports and exports in respect of articles imported or exported by the Organization for its official use; it is understood, however, that articles imported under such exemption will not be sold in the host State except under conditions agreed to with the host State;
- (c) exempt from duties and restrictions on imports and exports in respect of the Organization's publications;
- (d) exempt from all forms of indirect taxation (including but not limited to value-added tax) applicable to important purchases for official use. For the purpose of this Agreement, it is accepted that any purchase in excess of the equivalent of 15,000 Algerian dinars is considered as important. In respect of equipment, provisions, supplies, fuel, materials and other goods and services purchased locally by the Organization and its personnel for the official and exclusive use of WIPO, the host State shall make appropriate administrative arrangements for the remission or return of any excise and tax payable as part of the price.

**Article V**  
***Facilities in Respect of Communications***

**Section 10**

1. The Organization shall enjoy in the territory of the host State for the purposes of its official communications and correspondence treatment not less favorable than that accorded by the host State to any intergovernmental organization or diplomatic mission in the matter of priorities, rates and taxes applicable to mail and the various forms of communication and correspondence.
2. No censorship shall be applied to the official communication or correspondence of the Organization.
3. The Organization may use all appropriate means of communication, including electronic means of communication, and shall have the right to use whatever means necessary, including encryption, to protect the confidentiality, integrity, and availability of its data, information, correspondence, and official communications.
4. The Organization shall have the right to dispatch and receive correspondence and other materials or communications by courier or in sealed bags, which shall enjoy the same privileges, immunities and facilities as diplomatic couriers and bags.
5. For the fulfilment of its purposes, the Organization may publish freely within the host State and within the scope of its missions.

**Article VI**  
***Representatives of WIPO Member States***

**Section 11**

1. Representatives of WIPO Member States at meetings convened by the Organization on the territory of the host State shall, while exercising their functions and during their journeys to and from the place of meeting, enjoy the following privileges and immunities:
  - (a) immunity from personal arrest or detention and from seizure of their personal baggage, and in respect of words spoken or written and all acts done by them in their official capacity, immunity from legal process of every kind;
  - (b) inviolability for all papers and documents;
  - (c) the right to use codes and to receive papers or correspondence by courier or in sealed bags;
  - (d) the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions;
  - (e) the same immunities and facilities in respect of their personal baggage as are accorded to members of comparable rank of diplomatic missions.

**Article VII**  
***Officials***

**Section 12**

1. The host State recognizes that the Organization and its staff shall be granted the immunities and privileges provided under the 1947 Convention on the Privileges and Immunities of the Specialized Agencies and by the laws, regulations and practices that it

has established in its relations with similar International Organizations represented in the host State.

2. In addition to the privileges and immunities granted to WIPO Staff according to the provisions of the 1947 Convention, staff members of the Organization, with the exception of Algerian citizens, those who are permanent residents in Algeria and who are remunerated on an hourly basis shall enjoy the following privileges, immunities and exemptions:
  - (a) be immune from seizure of their personal effects;
  - (b) have the right to export, from Algeria, currency other than Algerian without any restriction or limitation, provided that they can demonstrate their right to possession of such funds;
  - (c) have the right to import, free of duty, their furniture and personal effects and one motor vehicle, if they previously resided abroad, prior to their first establishment in accordance with diplomatic practices
3. These immunities and privileges are granted exclusively to staff members in order to ensure the smooth operation of the Office, not for their personal benefit.

### **Section 13**

In addition to the immunities and privileges specified in Section 12, the Director of the Office, including any official acting on his or her behalf during his or her absence from duty, shall be accorded in respect of him- or herself, his or her spouse and minor children, the privileges and immunities, exemptions and facilities accorded to diplomatic envoys, in accordance with international law.

### **Section 14**

The Office shall transmit a list of local staff members to the Ministry of Foreign Affairs of Algeria, on a regular basis.

### **Article VIII** ***Experts on Mission***

### **Section 15**

Experts (other than officials coming within the scope of Article VII) performing missions for the Organization shall be accorded the following privileges and immunities so far as is necessary for the effective exercise of their functions, including the time spent on journeys in connection with such functions or during the course of their missions:

- (i) immunity from personal arrest or seizure of their personal baggage;
- (ii) in respect of words spoken or written or acts done by them in the performance of their official functions, immunity from legal process of every kind, such immunity to continue notwithstanding that the persons concerned are no longer employed on missions for the Organization;
- (iii) the same facilities in respect of currency and exchange restrictions as are accorded to officials of foreign Governments on temporary official missions;
- (iv) inviolability for all papers and documents relating to the work on which they are engaged for the Organization;
- (v) for their communications with the Organization, the right to use codes and to receive documents and correspondence by courier or in sealed dispatch bags.

**Article IX**  
***Waiver of Immunity***

**Section 16**

Privileges and immunities are granted to officials and experts in the interests of the Organization only and not for personal benefit of the individuals themselves. The Director General of the Organization shall have the right and the duty to waive the immunity of any official or expert in any case where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the Organization.

**Article X**  
***Visas and Other Permits***

**Section 17**

1. The officials of the Organization, representatives of member States of the Organization, and experts on mission shall have the right of unimpeded entry into, exit from and movement within the host State.
2. The officials of the Organization, representatives of member States of the Organization and experts on missions shall have free access to the premises of the Organization
3. Visas, where required, shall be granted free of charge and as promptly as possible.
4. Applications for visas where required from members of the family forming part of the household of the persons referred to in paragraph 1 of this article shall be processed by the host State as promptly as possible and granted free of charge.

**Section 18**

Subject to prior authorization by the Ministry of Foreign Affairs of the host State, family members who are part of the household of any WIPO official of the Office shall be authorized to engage in gainful employment in the host State. Such persons shall be subject to the labor laws of the host country and shall not be entitled to any privileges or immunity while engaged in such gainful employment.

**Section 19**

Both of the Parties shall ensure that this Agreement is strictly adhered to, taking into account the interests and concerns of each Party.

**Article XI**  
***Final Provisions***

**Section 20**

This Agreement may be amended by mutual consent of the Parties, expressed in writing.

**Section 21**

In the event of a dispute concerning the interpretation or application of this Agreement, the Parties shall seek solution by negotiation.

**Section 22**

1. This Agreement shall enter into force provisionally from the date of its signature by both Parties and definitively on the date of the notification by the host State to the Organization that it has completed the requisite and relevant internal procedures. The Agreement shall remain in force until terminated in accordance with paragraph 2 of this Section.

2. This Agreement shall cease to be in force six months after either Party has given notice in writing to the other Party of its decision to terminate the Agreement on the understanding that all privileges, immunities and facilities provided for under this Agreement shall continue to apply until the Bureau has ceased to operate and has disposed of its property.

In witness whereof, the representatives of the two parties, duly authorized, have signed this Agreement in two original copies in the Arabic and French languages, both texts being equally authentic.

**For the Government of the People's  
Democratic Republic of Algeria**

**For the World Intellectual Property  
Organization**

**Lounès Magramane  
Director General of Protocol**

**Francis Gurry  
Director General**

**Signed at..... on .....**

**Signed at..... on .....**

[End of Annex and of document]