

WIPO Coordination Committee

Seventy-Fourth (48th 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 (WIPO), 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 FEDERAL REPUBLIC OF NIGERIA

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 Federal Republic of Nigeria have negotiated an agreement as referred to in paragraph 1, the text of which is set forth in the Annex to the present document.

3. *The WIPO Coordination Committee is invited to approve the Agreement between WIPO and the Government of the Federal Republic of Nigeria as set forth in the Annex of document WO/CC/74/1 Add.2.*

[Annex follows]

**HOST COUNTRY AGREEMENT BETWEEN
THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)**

AND

**THE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA
FOR THE ESTABLISHMENT OF A WIPO EXTERNAL OFFICE IN NIGERIA**

PREAMBLE

The World Intellectual Property Organization ("WIPO" or "the Organization") and the Government of the Federal Republic of Nigeria ("the Host State" or "Government"), hereinafter jointly referred to as the "Parties" and in the singular, the "Party");

RECOGNISING the importance of the International Intellectual Property system in the development of the economies of Member States;

DEDICATED to promoting innovation and creativity for the economic, social and cultural development of all countries through a balanced and effective international intellectual property system,

HAVE AGREED AS FOLLOWS:

**ARTICLE 1
PURPOSE OF THE AGREEMENT**

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 2
STATUS AND ADMINISTRATION OF THE OFFICE**

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 officials shall enjoy, in the territory of the Host State, such privileges, immunities and facilities as are necessary for the fulfillment of the Organization's purposes.

**ARTICLE 3
LEGAL CAPACITY**

In accordance with Article 12 (1) of the Convention Establishing WIPO, 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 fulfillment 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 moveable property; (c) to institute legal proceedings.

ARTICLE 4
GOVERNMENT OBLIGATIONS: PROPERTY, FUNDS AND ASSETS

1. The Host State will provide the Organization with suitable premises for the Office, and pay the rental cost of such premises as well as utilities, maintenance, renovation and insurance costs.
2. The Host State will provide and pay the cost of basic outfitting related to the set-up of the Office, including such furniture and other equipment as may be necessary for installation and operation of the Office.
3. The Host State shall ensure the Office has access to all public utility services that may be needed for Office operations, *inter alia*, water, electricity, sewerage, fire protection, and collection of waste. The Host State will pay all costs relating to the provision of such public utility services.
4. The Host State will provide the Office at no cost to the Organization with suitable security and protection of the WIPO Office, its officials, 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.

ARTICLE 5
INVIOABILITY AND
IMMUNITY FROM JURISDICTION AND IN RESPECT OF OTHER MEASURES

1. 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.
2. 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.
3. The archives of the Organization, and in general all documents belonging to or held by the Organization, shall be inviolable, wherever located.

ARTICLE 6
FREEDOM OF FINANCIAL ASSETS FROM RESTRICTIONS

Without being subject to any financial controls, regulations, notification requirements in respect of financial transactions or moratoria of any kind, 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.

ARTICLE 7 EXEMPTIONS

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

- (a) Exempt from all forms of direct taxation;
- (b) Exempt from custom duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the Organization for its officials 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 prohibitions and restrictions on imports and exports in respect of the Organization's publications; and
- (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 \$100 USD is considered as important. In respect of equipment, provisions, supplies, fuel, materials and other goods and services purchased locally by the Organization and its officials for the official and exclusive use of WIPO, the Host State shall make appropriate administrative arrangements for the remission or return of any excise, tax or monetary contribution payable as part of the price. The Government shall exempt the Organization and its officials from general sales tax in respect of all local purchases for official use.

ARTICLE 8 FACILITIES IN RESPECT OF COMMUNICATIONS

1. The Organization shall enjoy in the territory of the Host State for the purposes of its official communications and correspondence treatment not less favourable 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 any and 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 fulfillment of its purposes and efficient discharge of its responsibilities, the Organization shall have the right to publish freely and without restrictions within the Host State in conformity with this Agreement.

ARTICLE 9 REPRESENTATIVES OF WIPO MEMBER STATES

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 receive papers or correspondence by courier or in sealed bags;
- (d) Exemption in respect of themselves and their spouses from immigration restrictions and alien registration in the Host State;
- (e) The same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions; and
- (f) The same immunities and facilities in respect of their personal baggage as are accorded to members of comparable rank of diplomatic missions.

2. Sub-paragraphs (d) through (f) of this Section shall not apply to representatives of the Host State.

ARTICLE 10 OFFICIALS

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

2. WIPO officials, including nationals of the Host State, shall:

- (a) be subject to WIPO Regulatory Framework; and shall not be subject to any labour or employment laws or regulations of the Host State;
- (b) be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity; and
- (c) be exempt from taxation on the salaries and emoluments paid to them by the Organization.

3. WIPO officials, except for nationals of the Host State, shall, in addition:
 - (a) be immune, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration;
 - (b) be given, together with their spouse and relatives dependent on them, the same repatriation facilities in time of international crises as officials of comparable rank of diplomatic missions; and
 - (c) have the right to import free of duty their furniture and effects at the time of first taking up their post in the country in question.
4. Officials of the Organization who are nationals of the Host State shall be exempt from national service obligation in relation to the Host State, provided that such exemption shall be confined to WIPO officials whose names have been placed upon a list compiled by the WIPO Director General and approved by the Host State.
5. In addition to the immunities and privileges specified in paragraphs 2 through 4 above, 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 and his or her spouse and minor children the privileges and immunities, exemptions and facilities accorded to diplomatic envoys, in accordance with international law.

ARTICLE 11 EXPERTS ON MISSION

Experts (other than officials coming within the scope of Article 10) serving on committees of, or 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 service on such committees or 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 serving on committees of, or employed on missions for, the Organization;
- (iii) the same facilities in respect of currency and exchange restrictions and in respect of personal baggage 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; and
- (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 12 WAIVER OF IMMUNITY

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 or her opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the Organization.

ARTICLE 13 VISAS AND OTHER PERMITS

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 including unimpeded access to the premises of the Office.
2. Visas, where required, shall be granted free of charge as promptly as possible in line with the rules, regulations and practice of the Host State.
3. 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 in line with the rules, regulations and practice of the Host State.
4. Members of the family forming part of the household of any WIPO official of the Office shall be authorized to engage in gainful employment in the Host State for the duration of the term of office of the official concerned. This will be carried out under separate Agreement between the Host State and the Organization.

ARTICLE 14 FINAL PROVISIONS

1. This Agreement shall enter into force provisionally on the date of its signature by both Parties, and definitively on the date of the notification by the Host State to the Organization of the completion of its internal procedures required for the entry into force of this Agreement. This Agreement will continue to be in force until terminated under paragraph 2 of this article.
2. This Agreement shall cease to be in force six months after either of the Parties give notice in writing to the other of its decision to terminate the Agreement, on the understanding that all of the privileges, immunities, and facilities set out in this Agreement shall continue to apply until such time that the Office has concluded its activities and disposed of its property.
3. If and to the extent that the Host State, at any time, accords privileges, immunities and facilities more favourable to any intergovernmental organization than comparable privileges, immunities and facilities in this Agreement, the Organization, its Office or any person entitled to privileges and immunities under this Agreement shall enjoy these more favourable privileges, immunities and facilities.

**ARTICLE 15
AMENDMENTS**

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

**ARTICLE 16
SETTLEMENT OF DISPUTES**

1. In the event of a dispute between the Parties concerning the interpretation or application of the Agreement, the Parties shall seek solution by negotiation.
2. If the Parties cannot reach agreement by negotiation, they may jointly seek the good offices of, or request mediation by, a third party.
3. If the dispute is not settled in accordance with paragraph 1 or 2 of this Article, the dispute shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairperson. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within 15 days of the appointment of two arbitrators the third has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. All decisions of the arbitrators shall require a vote of two of them. The procedure of the arbitration shall be fixed by the arbitrators, and the expense of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

IN WITNESS WHEREOF, the undersigned, being the duly authorized representatives of WIPO, on the one hand, and of the Government, on the other, have signed this Agreement in two original copies, in the English language.

For: the Government of
The Federal Republic of Nigeria

For: the World Intellectual Property
Organization

Signature:.....

Signature:.....

Name:.....

Name:.....

Title:.....

Title:.....

Place:.....

Place:.....

Date:.....

Date:.....

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