

A G R E E M E N T
B E T W E E N
THE INTERNATIONAL CRIMINAL POLICE ORGANIZATION – INTERPOL
A N D
THE GOVERNMENT OF THE FRENCH REPUBLIC
REGARDING INTERPOL'S HEADQUARTERS IN FRANCE

THE INTERNATIONAL CRIMINAL POLICE ORGANIZATION - INTERPOL

AND

THE GOVERNMENT OF THE FRENCH REPUBLIC

Considering Article 1 of the Constitution of the International Criminal Police Organization-INTERPOL, which states that its seat shall be in France,

Desiring to define, on the territory of the French Republic, the status, privileges and immunities of the International Criminal Police Organization-INTERPOL which are necessary for the exercise of its functions and the achievement of its aims,

Desiring, for this purpose, to enter into an agreement to replace the Agreement between the International Criminal Police Organization-INTERPOL and the Government of the French Republic regarding INTERPOL's headquarters in France and its privileges and immunities on French territory, dated 3 November 1982,

Without prejudice to the relevant rules of general international law,

Have agreed the following:

ARTICLE 1

The headquarters of the International Criminal Police Organization-INTERPOL (hereinafter called "the Organization") are in France. They shall comprise the land, installations and premises that the Organization occupies at present or at any future date for its activities, with the exception of premises used as living quarters by its staff.

ARTICLE 2

The Government of the French Republic recognizes the Organization's legal personality and, in particular, its capacity to:

- (a) enter into contracts;
- (b) acquire and dispose of movable and immovable property connected with its activities;
- (c) be party to judicial proceedings.

ARTICLE 3

1. The Headquarters shall be under the Organization's authority and control.
2. Except where special provisions are made by the present Agreement, the laws and regulations of the French Republic shall apply inside the buildings and premises of the Organization's headquarters. However, the Organization shall have the right to make internal regulations applicable throughout its headquarters in order to enable it to perform its duties satisfactorily.

ARTICLE 4

1. The Organization's headquarters shall be inviolable. Agents and officials of the French Republic shall enter the headquarters to discharge any official duty only with the consent of the Secretary General. However, the Secretary General's consent shall be implicit in the case of fire or any other disaster requiring immediate action.
2. The Government of the French Republic shall take all pertinent measures to protect the Organization's headquarters and maintain order in the immediately surrounding area.
3. The Organization shall not permit its headquarters to become a refuge from justice for persons who are pursued in connection with a felony or *flagrante delicto*, or against whom a penal judgment has been made or a warrant of arrest or a deportation order has been issued by the competent French authorities or against whom a European Arrest Warrant has been issued in a Member State of the European Union in application of the Council Framework Decision of 13 June 2002 on the European arrest warrant and the surrender procedures between Member States.

ARTICLE 5

1. The Organization shall enjoy immunity from legal process, except in the cases specified below:
 - (a) the waiver expressly results from clauses in a contract;
 - (b) a civil claim for damages arising from an accident caused by a motor vehicle belonging to the Organization or used on its behalf, or from a violation of road traffic regulations involving a motor vehicle belonging to the Organization or used on its behalf;
 - (c) a counter claim directly linked to proceedings begun as a main action by the Organization.
2. The Organization may expressly waive its immunity from legal process in certain cases.

ARTICLE 6

1. The Organization's property and assets wherever located and by whomsoever held, shall be immune from seizure, confiscation, requisition, expropriation, or any other form of administrative or judicial constraint.
2. The provisions of paragraph 1 of the present Article shall not apply:
 - (a) in the event of a waiver of immunity from legal process, as specified in Article 5.1(a) of the present Agreement;
 - (b) in the event of a civil claim for damages, as specified in Article 5.1(b) of the present Agreement;
 - (c) if such measures are temporarily necessary in order to prevent accidents involving motor vehicles belonging to the Organization or used on its behalf, and in order to conduct enquiries in connection with such accidents;
 - (d) in the event of a counter claim directly linked to proceedings begun as a main action by the Organization, as mentioned in Article 5.1(c) of the present Agreement.

ARTICLE 7

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

ARTICLE 8

1. The inviolability of the Organization's official correspondence shall be guaranteed. Its official communications shall not be subject to censorship and it may make use of codes.
2. For its official correspondence, the Organization shall be granted conditions at least as favourable as those which are granted to accredited diplomatic missions in France, in terms of tariffs, taxes and priority.

ARTICLE 9

1. The Organization may, without being subject to any financial controls, regulations or moratoria:
 - (a) receive and hold funds and foreign exchange of all kinds and operate accounts in all currencies and in all countries;
 - (b) freely transfer its funds and foreign exchange within French territory and from France to other countries, and vice versa.
2. In exercising its rights under this Article, the Organization shall take account of all representations made to it by the Government of the French Republic, insofar as it is able to do so without adversely affecting its interests.

ARTICLE 10

The Organization, its assets, income and other property shall be exempt from all direct taxation. The Organization shall, however, pay taxes charged for services rendered.

ARTICLE 11

1. The Organization shall be exempt from registration and recording duties on buildings acquired or rented for the performance of its administrative and technical functions.
2. The insurance policies contracted by the Organization in respect of its official activities shall be exempt from the special tax on insurance agreements.

ARTICLE 12

1. The Organization shall pay, under general laws and regulations, all indirect taxes included in the price of goods sold or services rendered.
2. However, taxes on turnover (French term: "taxes sur le chiffre d'affaires") payable to the national budget and levied on large-scale purchases of movable and immovable property or services intended for the performance of the Organization's administrative, scientific or technical functions and for the publication of documents relating to its activities, shall be reimbursed in accordance with conditions to be determined by agreement between the Organization and the competent French authorities.
3. The Organization shall be reimbursed for tax on turnover for expenditure on immovable goods incurred from 1 January 2004.

ARTICLE 13

1. Administrative, scientific and technical materials necessary for the performance of the Organization's functions, and publications relating to its activities, shall be exempt from payment of import duties and taxes.
2. Items included in the categories of goods designated in the above paragraph shall not be subject to any import or export prohibitions or restrictions.
3. Goods imported under these conditions shall not subsequently be permanently or temporarily transferred to other parties on French territory except on terms previously approved by the competent French authorities.

ARTICLE 14

1. The Government of the French Republic shall allow to enter and remain in France, for the duration of their functions with or missions to the Organization, with no visa expenses or delay:
 - (a) delegates from Member States and observers attending sessions of the Organization's organs or conferences or meetings convened by the Organization;
 - (b) members of the Executive Committee;
 - (c) advisers and experts on mission to the Organization, and persons officially requested by the Organization to perform duties within the framework of its institutions;
 - (d) members of the Organization's staff and their families.
2. The persons designated in paragraph 1 of the present Article shall not be exempt from application of the rules governing public health.

ARTICLE 15

The persons designated in sub-paragraphs (a), (b), and (c) of paragraph 1 of Article 14 shall, in the exercise of their functions and the accomplishment of their missions, while on French territory and also during journeys made to or from the meeting-place, be granted the following privileges and immunities:

- (a) immunity from arrest and detention except in the case of a crime or *flagrante delicto*;

- (b) immunity from legal process, even after completion of their missions, in respect of all acts performed by them in connection with their official duties and strictly within the limits of their official capacities. Such immunity shall not apply in the case of an offence against the regulations on motor-vehicle traffic committed by one of the above-designated persons, or in the case of damage caused by a motor-vehicle belonging to or driven by such a person;
- (c) inviolability of all official papers and documents;
- (d) the same facilities with regard to foreign exchange as are accorded to diplomatic agents.

ARTICLE 16

1. In addition to the privileges and immunities granted by Article 17, the Secretary General shall have the status of the head of a diplomatic mission.
2. The Directors at the Organization's General Secretariat in France shall be granted, for the duration of their functions, the privileges and immunities accorded to diplomatic agents.

ARTICLE 17

1. The members of the Organization's staff referred to in the Appendix to the present Agreement shall be granted:
 - (a) immunity from legal process, even after they have ceased to serve the Organization, in respect of all acts performed by them in connection with their official duties and strictly within the limits of their official capacities. Such immunity shall not apply in the case of an offence against the regulations on motor-vehicle traffic committed by a member of the Organization's staff, or in the case of damage caused by a motor vehicle belonging to or driven by such a person;
 - (b) a special residence permit, to be issued by the competent French authorities, for themselves, their spouses and their children who have not reached the age of legal majority;
 - (c) the same facilities with regard to foreign exchange as are granted to diplomatic agents;
 - (d) in time of international crisis, the same facilities for repatriation as are granted to members of diplomatic missions; their spouses and dependent members of their families shall be granted the same facilities.

2. In addition, if they previously resided abroad, they shall be granted:
 - (a) the right to import duty free their furniture and personal effects in use at the time when they move to France;
 - (b) the prevailing temporary duty-free import privileges for a motor vehicle.

ARTICLE 18

1. The members of the Organization's staff referred to in the Appendix to the present Agreement shall be taxed by the Organization on the salaries and emoluments they receive from it. As from the date on which they begin to be taxed by the Organization, their salaries and emoluments shall be exempt from French income tax.
2. The provisions of paragraph 1 of the present Article shall not apply to pensions or annuities paid by the Organization to former members of its staff.
3. The French authorities, in collaboration with the authorities in the other States involved, shall settle cases of double taxation of salaries and emoluments received by foreign officials seconded to the Organization.

ARTICLE 19

1. The Secretary General of the Organization shall at all times collaborate with the competent French authorities with a view to facilitating the proper administration of justice, ensuring the application of administrative regulations, and avoiding any abuse of the privileges, immunities, exonerations and facilities listed in the present Agreement.
2. Such collaboration shall also apply in cases where a court has taken a decision to attach the remuneration of a member of the Organization's staff and when the decision is not subject to appeal.

ARTICLE 20

The Government of the French Republic shall not be bound to grant the privileges and immunities mentioned in Articles 15, 16, 17(1, (b-d)), and 17.2(b) to its own nationals or to permanent residents in France. The Government of the French Republic shall acknowledge the international nature of the functions exercised by the persons mentioned in Article 14.1(b) and undertake not to interfere in the execution of the said functions.

ARTICLE 21

1. The Secretary General shall communicate to the Government of the French Republic the names of the members of staff referred to in the Appendix to the present Agreement to whom Articles 17 and 18 apply in whole or in part.
2. The privileges and immunities provided for in the present Agreement are granted to those concerned not for their personal benefit but in the interest of the smooth functioning of the Organization. The Organization's Member States and the Organization itself may and should waive such immunities whenever the latter would impede the course of justice and when the immunity can be waived without prejudice to the interests of the Organization. The Executive Committee may waive the Secretary General's immunities.

ARTICLE 22

The provisions of the present Agreement shall not in any way affect the right of the Government of the French Republic to take measures it considers useful to safeguard national security or maintain law and order (French term: "*sauvegarde de l'ordre public*").

ARTICLE 23

Nothing in the present Agreement shall be interpreted as allowing any interference with the assets and activities necessary for the Organization's functioning.

ARTICLE 24

1. Unless the Parties in the dispute decide otherwise, any dispute between the Organization and a private party shall be settled in accordance with the Optional Rules for Arbitration between International Organizations and Private Parties of the Permanent Court of Arbitration by a tribunal composed either of one or of three members appointed by the Secretary General of the Permanent Court of Arbitration. Either party may however request the Secretary General of the Permanent Court of Arbitration to establish such a tribunal immediately to examine a request for provisional measures to ensure that its rights are protected.
2. Unless the Parties decide otherwise, any dispute between the Government of the French Republic and the Organization concerning the interpretation or application of the present Agreement that it has not been possible to settle by negotiation shall be submitted to an arbitral tribunal composed either of one or of three members, as preferred by the Parties, in conformity with the Optional Rules for Arbitration involving International Organizations and States of the Permanent Court of Arbitration. The sole arbitrator shall be appointed by mutual agreement of the Parties, or, failing this, by the Secretary General of the Permanent Court of Arbitration. When the arbitral tribunal is composed of three members, one shall be appointed by the Government of the French Republic, one by the Organization and the third, who will chair the tribunal, by mutual agreement of the other two members or, failing this, by the Secretary General of the Permanent Court of Arbitration. Either Party may however request the Secretary General of the Permanent

Court of Arbitration to establish such a tribunal immediately to examine a request for provisional measures to ensure that its rights are protected under the terms of the present Agreement.

3. The procedure specified in paragraph 1 of the present Article shall not be applicable to disputes whose origins lie in the application or interpretation of the Organization's Constitution or its appendices.

ARTICLE 25

The present Agreement may be revised at the request of either Party. The two Parties shall consult each other on suitable modifications to the terms of the Agreement and, if negotiations do not result in a settlement after a year has elapsed, either Party may terminate the Agreement at two years' notice.

ARTICLE 26

The present Agreement abrogates the Agreement signed between the Government of the French Republic and the International Criminal Police Organization relating to INTERPOL's headquarters and its privileges and immunities on French territory, signed in Paris on 3 November 1982. It shall be approved by the Government of the French Republic and by the International Criminal Police Organization – INTERPOL. Both Parties shall notify each other of their approval of the present Agreement, which shall come into force on the first day of the second month after receipt of the second notification.

IN FAITH WHEREOF, the undersigned, duly authorized to that effect, have signed the present Agreement and affixed their seals thereto.

Done at Paris in two copies, in the French language, on

For the Government
of the French Republic

For the International Criminal Police
Organization - INTERPOL

APPENDIX

The staff of the Organization shall be divided into the following categories:

- I. The Secretary General, i.e. the Organization's highest ranking official;
- II. Officials seconded to the Organization by their national administrations, referred to as "seconded officials";
- III. Staff under contract, employed by the Organization, referred to as "officials under contract".
