

**AGREEMENT**  
**BETWEEN**  
**THE GOVERNMENT OF FINLAND**  
**AND**  
**THE UNITED NATIONS**  
**CONCERNING THE OFFICE IN FINLAND OF THE**  
**UNITED NATIONS OFFICE FOR PROJECT SERVICES**

WHEREAS the United Nations Office for Project Services (“UNOPS”) was established by United Nations General Assembly decision 48/501 of 19 September 1994 as a subsidiary organ to provide, inter alia, management and other support services for the benefit of the member countries of the United Nations, impartially, efficiently and on a cost reimbursement basis, while also engaging private sector participation in furtherance of the Sustainable Development Goals;

WHEREAS UNOPS is an integral part of the United Nations;

WHEREAS the Government of Finland (“Host Country”) wishes to support UNOPS in carrying out its mission, in particular UNOPS Social Impact Investing Initiative focusing on large-scale infrastructure projects as well as innovation and technology solutions to further the Sustainable Development Goals;

NOW, THEREFORE, UNOPS and the Host Country have entered into this Agreement in a spirit of friendly co-operation:

**Article I**  
**Definitions**

For the purposes of this Agreement,

(a) “General Convention” means the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946;

(b) “Archives” means all correspondence, documents, manuscripts, computer records, still and motion pictures, film and sound recordings, and any other records belonging to or held by the Office in furtherance of its functions;

(c) “Executive Director” means the Executive Director of UNOPS, who is responsible and accountable to the Secretary-General of the United Nations for all UNOPS functions, activities, and services;

(d) “Head of the Office” means the Official who is in charge of the Office in the Host Country;

(e) “Host Country” means Finland;

(f) “Office” means the UNOPS Office in the Host Country;

(g) “Officials of the Office” means all of the UNOPS personnel members assigned to the Office, irrespective of their contractual status and nationality, with the exception of those who are locally recruited and paid hourly rates, as provided for in United Nations General Assembly resolution 76(1) of 7 December 1946;

(h) “Party” means UNOPS or the Host Country, individually;

(i) “Parties” means UNOPS and the Host Country, collectively;

(j) “Premises of the Office” means the building or part of building occupied or used permanently or temporarily by the Office in accordance with this Agreement or any supplemental agreements entered into between the Office and the Host Country;

(k) “Property of the Office” means all property, including funds, income and other assets, belonging to or held or administered by the Office in furtherance of its functions;

(l) “Secretary-General” means the Secretary-General of the United Nations;

(m) “Telecommunications” means any emission, transmission or reception of written or verbal information, images, sound or information of any nature by wire, radio, satellite, optical fibre or any other electronic or electromagnetic means;

(n) “Family Member” means the following persons residing in the household of an Official of the Office:

- the spouse of the Official;
- a person of the same sex who is in a registered partnership with the Official;
- a person, regardless of sex, living continuously with the Official in a marriage-like relationship;
- the Official's unmarried child under 18 years of age over whom the Official or his or her spouse has guardianship;
- the Official's child between 18 and 21 years of age who attends university or its equivalent full-time;
- the Official's child of any age with a disability that is permanent or is expected to be long-term;
- the Official's parent who is dependent on his or her care.

## **Article II Establishment of the Office**

The seat of the Office shall be established in Finland, to permit UNOPS to carry out its activities and services.

## **Article III Juridical Personality**

1. The Office shall possess juridical personality in Finland. It shall have the capacity:
  - (a) to contract;
  - (b) to acquire and dispose of immovable and movable property;
  - (c) to institute legal proceedings.
2. For the purposes of this Agreement, the Office shall be represented by the Head of the Office.

## **Article IV Purpose and Scope of the Agreement**

1. This Agreement regulates the status of the Office in the Host Country, in particular the status of its Premises and Officials.

2. The modalities of assistance that may be rendered by the Office to the Host Country shall be determined in separate project specific agreements between the Office and the Host Country.

## **Article V Application of the General Convention**

The Host Country shall apply the General Convention to the Office.

## **Article VI Inviolability of the Office**

1. The Office and its Property, Archives and Telecommunications, wherever located and by whomsoever held, shall be inviolable and enjoy immunity from every form of legal process, except when in a particular case such immunity has been expressly waived in accordance with the General Convention. However, no waiver of immunity from legal process shall extend to any measure of execution.

2. No officer or official of the Host Country or person exercising any public authority within the Host Country shall enter the Premises of the Office to perform any duties therein, except with the consent of, and under the conditions approved by the Head of the Office. In case of a fire or other emergency requiring prompt protection action, the consent of the Head of the Office to any necessary entry into the Premises shall be presumed if he or she cannot be reached in time.

3. The Premises of the Office can be used for meetings, seminars, exhibitions and other related purposes which are organized by the Office or other United Nations entities.

4. The Premises of the Office shall not be used in any manner incompatible with the purpose and scope of the Agreement, as set forth in Article IV above.

5. Without prejudice to the provisions of the General Convention or this Agreement, UNOPS shall prevent the Premises of the Office from being used as a refuge by persons who are avoiding arrest under any law of the Host Country, are required by the Government for extradition to another country, or are endeavouring to avoid service of legal process.

## **Article VII Security and Protection**

1. The Office shall be responsible for security and maintenance of order within the Premises of the Office.
2. The Host Country shall provide to the Office and its personnel such security as is required for the effective performance of its activities. To this end, the Host Country shall take all appropriate measures to ensure the security and protection of the Premises of the Office and exercise due diligence to ensure that the tranquillity of the Premises is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in their immediate vicinity. If so requested by the Head of the Office, the competent authorities of the Host Country shall take such measures as may be necessary for the preservation of law and order in the Premises of the Office or in their immediate vicinity.

## **Article VIII Public Services and Contribution by the Host Country**

1. The Host Country shall facilitate, upon request of the Head of the Office and under terms and conditions not less favourable than those accorded by the Host Country to any accredited foreign mission, access to the public services needed by the Office such as, but not limited to, utility, power and communications services (i.e. telephone, postal and internet services) and shall make available initially furnished office space adequate to serve as local headquarters for UNOPS in the country.
2. Public services referred to in paragraph 1 above shall be made available on equitable terms.
3. The Host Country shall make a contribution towards the establishment of the UNOPS Office in the Host Country for an initial period of five years.
4. In case of *force majeure* resulting in a complete or partial disruption of the above-mentioned services, the Office shall, for the performance of its functions, be accorded the same priority as is given to essential governmental agencies and organs.
5. The provisions of this Article shall not prevent the reasonable application of fire protection or sanitary regulations of the Host Country.

## **Article IX Communications Facilities**

1. The Office shall enjoy, for its official communications, treatment not less favourable than that accorded by the Host Country to any other accredited diplomatic mission in the Host Country, in the matter of priorities, rates and taxes on mails, cables, telegrams, radiograms, telephotos, telephone and other communications and press rates for information to the press and radio.
2. The Host Country shall secure the inviolability of the official communications of the Office, whatever the means of communications employed, and shall not apply any censorship to such communications.
3. The Office shall have the right to operate radio, satellite and other telecommunications equipment on the United Nations-registered frequencies or frequencies allocated to it by the Host Country in accordance with its national procedures. The Host Country shall endeavour to allocate to the Office, to the extent possible, the frequencies for which it has applied.

## **Article X Funds, Assets and Other Property**

1. The Office and its funds, assets and other Property, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except when in a particular case such immunity has been expressly waived in accordance with the General Convention. It is understood, however, that no waiver of immunity shall extend to any measure of execution.
2. The Property and assets of the Office shall be exempt from restrictions, regulations, controls and moratoria of any nature.
3. Without being restricted by financial controls, regulations or moratoria of any kind, the Office:
  - (a) may hold and use funds, currency or negotiable instruments of any kind and maintain and operate accounts in any currency and convert any currency held by it into any other currency;
  - (b) shall be free to transfer its funds or currency from the Host Country to another country, within the Host Country, to the United Nations or to any other agency;

(c) shall enjoy the most favourable legally available rate of exchange for its financial transactions.

## **Article XI**

### **Exemptions for the Office from Taxes and Customs Duties and Import or Export Restrictions for its official use**

1. The Office and its assets, income and other Property shall be exempt from all direct and indirect taxes as specified by the tax legislation of the Host Country. It is understood, however, that the United Nations will not claim exemption from taxes which are, in fact, no more than charges for public utility services.
2. The Office shall be exempt from all import and export customs duties and taxes as well as from limitations and restrictions on the import or export of goods.

## **Article XII**

### **Meetings**

1. The Office may hold meetings in the Host Country, including seminars, training courses, symposia, workshops and similar activities.
2. The premises of a meeting shall be deemed to constitute premises of the United Nations in the sense of Article II, section 3 of the General Convention, and access thereto may be subject to the authority and control of the United Nations.
3. All participants and persons performing functions in connection with a meeting shall enjoy such facilities and courtesies as are necessary for the independent exercise of their functions in connection with the meeting.
4. All necessary measures shall be taken to grant visas and entry permits, where required, to all participants and persons performing functions in connection with a meeting, free of charge and as speedily as possible.
5. Where necessary, the Parties shall enter into *ad hoc* arrangements regarding organizational, financial and other matters in relation to a meeting held in the Host Country.

### **Article XIII**

#### **Officials of the Office**

1. Officials of the Office shall enjoy the following privileges, immunities and facilities in the Host Country:

(a) Immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue in force after termination of employment with the Office;

(b) Immunity from personal arrest or detention and from seizure of their personal and official effects and baggage for acts performed in the discharge of their functions, except in case of *flagrante delicto*. In such cases the Host Country shall immediately inform the Head of the Office of the arrest, detention or seizure;

(c) Exemption from taxation on the salaries and other payments made to them by the United Nations;

(d) Exemption from any military service obligations or any other obligatory service in the Host Country;

(e) Exemption for themselves and for their Family Members from immigration restrictions or alien registration procedures;

(f) Exemption for themselves, for the purpose of official business, from any restriction on movement and travel inside the Host Country, and similar exemption for themselves and for their Family Members for recreation in accordance with arrangements to be agreed upon between the Head of the Office and the Host Country;

(g) In regard to foreign exchange, including holding accounts in foreign currencies, enjoyment of the same facilities as are accorded to members of diplomatic missions accredited to the Host Country;

(h) The same protection and repatriation facilities for themselves and their Family Members, and dependent members of their families as are accorded in time of international crisis to diplomatic envoys;

(i) Officials that are not nationals or residents of the Host Country shall:



- i) have the right to import free of duty their furniture and effects at the time of first taking up their post;
- ii) be accorded the same rights to import free of duty and other taxes a motor vehicle as are accorded to officials of comparable rank of foreign diplomatic missions in Finland.

(j) Officials shall be entitled, on the termination of their functions in the Host Country, to export their furniture and personal effects, including motor vehicles, free of duties and taxes.

(k) Where the incidence of any form of taxation depends upon residence, periods during which Officials of the Office are present in the Host Country for the discharge of their functions shall not be considered as periods of residence.

2. Officials of the nationality of the Host Country or with permanent residency status in the Host Country, as well as interns and United Nations Volunteers, shall enjoy only the privileges and immunities provided for in Section 18 of the General Convention.

#### **Article XIV**

##### **Head of the Office and Senior Officials**

1. The Head of the Office shall be the principal channel of communication with the Host Country on all UNOPS matters. The Head of the Office shall, on behalf of the Executive Director, have full responsibility and ultimate authority for the UNOPS activities and services in all their aspects in the Host Country. The Head of the Office shall, on behalf of UNOPS, maintain liaison with the appropriate organs of the Host Country, and shall inform it of the policies, criteria and procedures of UNOPS. The Head of the Office shall assist the Host Country, as may be required, in the preparation of requests for UNOPS assistance.

2. Without prejudice to the provisions of Article XIII above, the Head of the Office, if he or she is not a national or resident of Finland, and his or her spouse and minor children who are not nationals or residents of Finland shall during his or her residence in the Host Country enjoy the privileges, immunities and facilities granted to heads of accredited foreign missions to the Host Country. Furthermore, without prejudice to the provisions of Article XIII above, all Officials assigned to the Office and having the rank of P/L-5 or IICA3 and above who are not nationals or residents of Finland, and their spouses and minor children who are not nationals or residents of Finland, shall be accorded the privileges,

immunities and facilities granted to diplomatic staff at missions accredited to the Host Country. Their names shall be included in the diplomatic list held by the Host Country.

### **Article XV Waiver of Immunity**

Privileges and immunities referred to in this Agreement are granted in the interest of the United Nations and not for the personal benefit of the persons to which such privileges and immunities are being granted. The right and the duty to waive the immunity of these persons, in any case where it can be waived without prejudice to the interests of the United Nations, shall lie with the Secretary-General of the United Nations.

### **Article XVI Entry into, Exit from, Movement and Sojourn within the Host Country**

All necessary measures shall be taken to grant visas, entry and residency permits or licenses, where required, to Officials of the Office and their Family Members as promptly as possible and free of charge.

### **Article XVII United Nations Laissez-Passer, Certificates and Visas**

1. The Host Country shall recognize and accept the United Nations laissez-passer issued to Officials of the Office and any other United Nations entity as a valid travel document.
2. In accordance with the provisions of Section 26 of the General Convention, the Host Country shall recognize and accept the United Nations certificate issued to experts on mission and other persons travelling on business for UNOPS or any other United Nations entity.
3. All persons referred to in this Agreement shall be granted facilities for speedy travel. All necessary measures shall be taken to grant visas, entry permits or licenses, where required, free of charge and as promptly as possible to the persons referred to in this Agreement, their dependents and other persons invited to the Office in connection with the official work and activities of the Office.

## **Article XVIII Identification Cards**

1. At the request of the Head of the Office, the Host Country shall issue identification cards to the Officials of the Office, as well as to their Family Members who are not Finnish nationals or residents of Finland, certifying their status under this Agreement.
2. Upon the demand of an authorized official of the Host Country, persons referred to in this Agreement shall be required to present, without having to surrender, their identification cards.

## **Article XIX Flags, Emblems and Markings**

The Office shall be entitled to display the United Nations flag, logo, emblems and markings in the Premises of the Office and on vehicles used for official purposes.

## **Article XX Social Security**

1. The United Nations Joint Pension Fund and the UNOPS Provident Fund shall enjoy legal capacity in the Host Country and shall enjoy the same exemptions, privileges and immunities as the United Nations itself.
2. The Host Country shall not be obliged to exempt from income tax pensions or annuities paid to former Officials of the Office and their Family Members.
3. The Officials of the Office, irrespective of nationality, shall be exempt from the laws of the Host Country on mandatory coverage under, and compulsory contributions to, the social security schemes of the Host Country during their service with the Office. Officials of the United Nations within the meaning of Article V of the General Convention have access to medical insurance schemes provided by the United Nations. The Office will request other personnel assigned to the Office to obtain appropriate medical insurance applicable in Finland for the duration of their service with the Office and to submit proof thereof to UNOPS.
4. The provisions above shall apply *mutatis mutandis* to the Family Members of the Officials of the Office unless they are employed or self-employed in the Host Country or are subject to the social security schemes of the Host Country.

**Article XXI**  
**Access to the Labour Market for Family Members and**  
**Issuance of Visas and Residence Permits to Household Employees**

1. The Host Country shall grant permits that allow Family Members, irrespective of nationality, of Officials of the Office to work. The issuance of such documentation for employment shall be as regulated by law.
2. The Host Country undertakes to issue visas and residence permits and any other documents, where required, to household employees of Officials of the Office as speedily as possible.
3. The Host Country undertakes to assist Officials of the Office, as much as possible, in obtaining premises for use as residences, where necessary.

**Article XXII**  
**Cooperation with the Host Country**

1. Without prejudice to the privileges and immunities accorded by this Agreement, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of the Host Country, and not to interfere in the internal affairs of the Host Country.
2. Without prejudice to the facilities, privileges and immunities referred to in this Agreement, the Office shall, at all times, cooperate with the Host Country to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuse in connection with the facilities, privileges and immunities accorded to persons referred to in the present Agreement.

**Article XXIII**  
**Supplemental Agreements**

1. Arrangements of an administrative and financial nature concerning the Office may be made by supplemental agreements, as appropriate.
2. The Parties may enter into any other supplemental agreements or arrangements as the Parties may deem appropriate.

## **Article XXIV Settlement of Disputes**

1. UNOPS shall make provisions for the settlement of:
  - (a) disputes arising out of contracts and disputes of a private law character to which the Office is a party;
  - (b) disputes involving any person referred to in this Agreement who enjoys immunity, if such immunity has not been waived.
2. Any dispute between the Office and the Host Country arising out of, or relating to, this Agreement or any supplemental agreement which is not settled by negotiation or another agreed mode of settlement shall, at the request of either Party, be submitted to an arbitral tribunal of three arbitrators. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairperson of the tribunal. If, within sixty (60) days of the request for arbitration, a Party has not appointed an arbitrator, or if, within thirty (30) days of the appointment of the two arbitrators, the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint the arbitrator referred to. The tribunal shall determine its own procedures, and all decisions shall require the agreement of at least two arbitrators. The fees and expenses of the tribunal shall be borne by the Parties as assessed by the tribunal. The arbitral award shall contain a statement of the reasons on which it is based and shall be final and binding on the Parties.

## **Article XXV Final Provisions**

1. It is understood that, should the Host Country enter into an agreement which accords a more favourable treatment than that accorded to UNOPS in this Agreement, UNOPS shall have the right to request that similar treatment be also extended to UNOPS.
2. This Agreement may be modified by written agreement between the Parties. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties under the relevant resolutions and decisions of the appropriate organs of the United Nations. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph.

3. This Agreement may be terminated by either Party by written notice to the other and shall terminate six months after receipt of such notice. Notwithstanding any such notice of termination, this Agreement shall remain in force to allow the orderly termination of the Office's operations in the Host Country and the liquidation of the Property of the Office, as well as to settle all pending matters relating to the implementation of this Agreement and the resolution of any dispute between the Parties in relation to this Agreement.

4. This Agreement shall be subject to the signature of both Parties. It shall enter into force on the thirtieth day after the date on which the Government of Finland and the Office have notified each other of the completion of the procedures required for each of them to be bound by this Agreement.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Parties, have signed the present Agreement between the Government of Finland and UNOPS on this 12 day of August 2019, in the English language, in two originals.

For the Government of Finland

For the United Nations  
as represented by UNOPS

Mr. Ville Skinnari  
Minister for Development  
Cooperation and Foreign Trade

Ms. Grete Faremo  
Under-Secretary General and  
Executive Director of UNOPS