

AGREEMENT BETWEEN
THE GOVERNMENT OF THE SULTANATE OF OMAN
AND
THE MIDDLE EAST DESALINATION RESEARCH CENTER
REGARDING
THE HEADQUARTERS SEAT OF THE CENTER

The Government of the Sultanate of Oman and The Middle East Desalination Research Center,

HAVING REGARD to the offer made by the Government of the Sultanate of Oman to host the Headquarters Seat of the Center; and

WISHING to define the status, privileges and immunities of the Center and persons connected therewith, in accordance with the provisions of The Middle East Desalination Research Center Establishment Agreement;

HEREBY AGREE AS FOLLOWS:

Article 1
Definitions

For the purpose of this Agreement:

- (1) "Center" means The Middle East Desalination Research Center.
- (2) "Center Director" means the Director of the Center.
- (3) "Establishment Agreement" means The Middle East Desalination Research Center Establishment Agreement, signed in Muscat, Sultanate of Oman, on 22 December 1996.
- (4) "Executive Council" means the executive council of the Center.
- (5) "Government" means the Government of Oman.

- (6) "Headquarters Seat" means buildings or parts of buildings and the land ancillary thereto within Oman, irrespective of ownership, used by the Center as its headquarters to carry out the official activities of the Center.
- (7) "Oman" means the Sultanate of Oman.
- (8) The "appropriate Government authorities" means such national or other authorities in Oman as may be appropriate in the context of and in accordance with prevailing laws and regulations in Oman.
- (9) The "archives of the Center" means all correspondence, documents, computer data, computer software, manuscripts, still and motion pictures, films, video and sound recordings, information systems, libraries and publications, scientific collections and associated recordings, belonging to or held by the Center in connection with its official activities.
- (10) The term "international staff members" means professional staff members who are recruited internationally and are not nationals of Oman.
- (11) The "laws of Oman" means all laws, Sultani Decrees, rules and regulations and Ministerial Decisions issued by or under the authority of the Government or appropriate Government authority.
- (12) The term "official activities" means those activities undertaken pursuant to the Establishment Agreement.
- (13) The "property of the Center" means all property, including funds, income and other assets, leased, held or administered by the Center under arrangements of trust, endowment, bail, pledge or otherwise, in connection with its official activities.
- (14) The term "representatives" means representatives of the members of the Executive Council, including alternates, advisers and experts.

- (15) The term "staff members " means the Center Director and all persons appointed, recruited or engaged by the Center under the Center's regulations.

Article 2
Interpretation

This Agreement shall be interpreted in the light of the primary objective of enabling the Center at its headquarters in Oman to discharge fully, efficiently and effectively its responsibilities and fulfil its purposes and function as described in the Establishment Agreement.

Article 3
Establishment of the Headquarters

The Government has authorised the establishment of the headquarters of the Center in Oman.

Article 4
Juridical Capacity, Freedom of Assembly

- (a) The Government recognises the Center as an autonomous non-profit international institution with international juridical personality. The Center shall have the capacity to perform legal acts required for the performance of its official activities. In particular, the Center shall have the legal capacity:
- (1) to contract;
 - (2) to acquire and dispose of movable and immovable property; and
 - (3) to institute and respond to legal proceedings.
- (b) (1) The Government recognises the right of the Center to convene meetings within the Headquarters Seat, or elsewhere in Oman in consultation with appropriate Government authorities.

- (2) The Government recognises the freedom of assembly and full freedom of discussions and decisions at meetings convened by the Center in relation to its official activities.
- (c) With regard to the Center's program in Oman, the Government recognises the right of the Center freely to conduct research in areas consistent with its mandate, and publish and disseminate research results and information internationally and within Oman in pursuit of objectives set out in the Establishment Agreement.

Article 5 Notification of Appointments

- (a) The Center Director shall notify the Government when a staff member takes up or relinquishes his/her assignment.
- (b) The Government will provide to all notified staff members a labour card bearing the photograph of the holder identifying him/her as a staff member. The Center shall return the card to the Government when the holder relinquishes his/her assignment.
- (c) In the absence of the Center Director, the staff member formally authorised to act on behalf of the Center Director shall be so recognised by the Government.

Article 6 Exemptions

- (a) The Center, its assets, income and property, and the operations it carries out pursuant to the Establishment Agreement, shall be exempted from:
 - (1) all taxes including vocational training levies; it is understood, however, that the Center will not claim exemption from taxes which are, in fact, no more than charges for public utility services or from administrative charges or fees in respect of items such as driving licences, visas, etc.;

- (2) customs or excise duties and prohibitions and restrictions in respect of articles imported or exported by the Center for its official activities, except prohibitions and restrictions relating to health and safety; and
 - (3) customs duties and prohibitions and restrictions on imports and exports in respect of publications imported or exported by the Center for its official activities.
- (b) The Center Director and international staff members shall, for the period of their assignment with the Center in Oman, be exempted from:
- (1) customs duties on the importation of their household and personal effects, including technical equipment;
 - (2) taxation on the salary, emoluments, pensions, annuities and other compensation paid by the Center, and taxation on income derived by them from sources outside of Oman; and
 - (3) taxes and duties on the purchase in Oman or the importation of one personally owned vehicle provided that the period of assignment of the staff member is at least twelve consecutive months.
- (c) Goods imported under the exemptions in this Article shall not be sold and/or transferred to any person or establishment in Oman except under such conditions agreed to by the Government.

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Article 7

Financial Facilities

- (a) The Government shall not restrict the Center, in carrying out its official activities, from:
- (1) purchasing or receiving any funds and currencies through authorised channels and holding and disposing of them;

- (2) maintaining local or foreign convertible currency accounts, funds, grants, endowments or other financial facilities in any currency in or outside of Oman;
 - (3) transferring its securities, funds and currencies to or from Oman, to or from any other country, or within Oman and converting any currency held by it into any other currency; and
 - (4) raising funds from within Oman or abroad through the exercise of its borrowing powers or in any other legal manner it deems desirable; and
 - (5) borrowing within Oman.
- (b) Furthermore the Government shall not restrict international staff members from maintaining foreign securities, currencies and other assets within Oman or from taking such assets out of Oman upon termination of their employment.

Article 8 Communications

- (a) The Government shall provide the Center with access to all necessary international electronic and telecommunications facilities and networks as are generally available in Oman, in conformity with international standards.
- (b) The Center may establish and operate such additional electronic and telecommunications facilities as might be determined necessary for the effective operation of the Center.
- (c) The Center shall enjoy treatment no less favourable than that accorded by the Government to diplomatic missions in the matter of priorities and rates for mail, cables, telegrams, radiograms, telephotos, television, telephone and other communications and press rates for information.

- (d) No censorship shall be applied to the official correspondence or communications of the Center. Such privilege shall extend to the publications, computerized records and information, still and motion pictures, films, video and sound recordings and archives of the Center: subject to similar procedures being put in place as exist for diplomatic missions.

Article 9

Privileges and Immunities

- (a) The Center, and the property of the Center wherever located in Oman, shall enjoy immunity from legal process in Oman except insofar as in any particular case the Center has expressly waived immunity.
- (b) International staff members of the Center, as well as representatives of members of the Center, shall be immune from jurisdiction and legal process in Oman, including arrest and detention, in respect of acts performed by them in their official capacities. They shall also enjoy immunity for all their official papers and documents. Such staff, their spouses and their dependent relatives shall be immune from immigration restrictions in Oman. This provision will not relieve any person from liability for any damage arising from any gross negligence or criminal or fraudulent act.
- (c) In addition to the privileges and immunities specified in paragraph (b) of this Article, the Center Director, if not an Omani national, shall be accorded, in respect of him/herself, as well as his or her spouse and minor children who are not Omani nationals, subject to corresponding conditions and obligations, the privileges and immunities accorded to diplomatic agents in Oman.
- (d) The Headquarters Seat and property of the Center and its archives, wherever located, shall be inviolable and shall be immune from search, attachment, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or regulatory action.

- (e) The Center Director shall take measures to ensure that the use of the Headquarters Seat complies with the laws of Oman.

Article 10
Abuse of Privileges

- (a) The Center shall cooperate at all times with the appropriate Government authorities in order to prevent any abuse of the privileges and immunities provided for in this Agreement. Without prejudice to their privileges and immunities, it is the duty of individuals enjoying such privileges and immunities to respect the laws of Oman, and the Center shall endeavour to ensure that such individuals do so.
- (b) The Center Director shall take every precaution to ensure that no abuse of privileges or immunities accorded under this Agreement shall occur and for this purpose shall establish such rules and regulations as may be deemed necessary and expedient for staff members.
- (c) Should the Government consider that an abuse of privileges or immunities accorded under this Agreement has occurred, the Center Director shall, upon request, consult the appropriate Government authorities to determine whether any such abuse has occurred and, if so, to endeavour to ensure that no repetition occurs.

Article 11
The Purpose of Privileges and Immunities

- (a) The privileges and immunities accorded to the Center are granted to assist the Center in achieving its objectives and performing its functions and not for personal benefit of the individuals themselves. The Center shall have the right and duty to waive immunity where, having regard to all relevant factors, the Center concludes that immunity would impede the realisation of justice and the waiver of immunity would not prejudice the interests of the Center. In the case of staff

members, the Center Director shall have the right to waive immunity. In the case of the Center or Center Director, the Executive Council shall have the right to waive immunity.

- (b) Nothing in this Agreement shall be construed as in any way limiting the right of the Government to safeguard its national security.

Article 12 Transit and Residence

- (a) The Government shall facilitate the entry into, sojourn in and departure from Oman of the Center's international staff members, their families, members of the Executive Council and their representatives, participants in the Center's programmes and other persons visiting the Headquarters Seat on official business, irrespective of their nationality.
- (b) Paragraph (a) of this Article shall not prevent the Government from requiring reasonable evidence to establish that persons claiming the rights granted by this Article are entitled to such rights, or the reasonable application of quarantine and health regulations.
- (c) The Center Director shall notify the names of persons referred to in this Article to the Government together with all other information required for the purposes of issuing visas and attending to any other formalities.
- (d) Any visas required by the persons referred to in this Article shall be granted as promptly as possible and at the same cost as is applicable to personnel of diplomatic missions.

Article 13
The Headquarters Seat

- (a) The permanent headquarters of the Center shall be in Oman and shall not be removed therefrom unless the Center should so decide under arrangements specified in the Establishment Agreement. Any transfer of the headquarters temporarily to another place shall not constitute a removal of the permanent headquarters unless there is an express decision by the Center to that effect.
- (b) The appropriate Government authorities shall use their best efforts to ensure that the Center shall not be dispossessed of all or any part of the Headquarters Seat.
- (c) The Government hereby confirms that certain land in Muscat has been allocated to enable the Center to construct a new Headquarters Seat. The details concerning such new Headquarters Seat shall be agreed to in supplementary agreements to be concluded between the Center and the Government.
- (d) Until the construction of the new Headquarters Seat is completed, the Center Director shall identify appropriate premises in Muscat for the Headquarters Seat to be leased by the Center.
- (e) The conditions of tenure, occupancy and use by the Center of the premises described in paragraph (d) of this Article shall be negotiated by the Center Director and approved by the Executive Council.
- (f) The Center may also in pursuing its official activities establish and operate research and other technical facilities of any type. These facilities shall also be considered for purposes of this Agreement to be part of the Headquarters Seat. The appropriate Government authorities shall, at the request of the Center, make arrangements, on such terms and in such manner as may be agreed upon, for the acquisition or use by the Center of appropriate premises for such purposes.

Article 14
Inviolability of the Headquarters Seat

- (a) The Government recognises the inviolability of the Headquarters Seat, which shall be under the control and authority of the Center, as provided in this Agreement.
- (b) No officer or official of the Government, or other person exercising any public authority within the Government, shall enter the Headquarters Seat to perform any duties therein except with the consent of, and under conditions approved by, the Center Director. The service of legal process, including the seizure of private property, shall not take place within the Headquarters Seat except with the express consent of, and under conditions approved by, the Center Director.
- (c) Without prejudice to the benefits conferred by this Agreement, the Center shall use its best efforts to prevent the Headquarters Seat from being used as a refuge for persons who are avoiding arrest under any law of Oman, who are required by the Government for extradition to another country or who are endeavouring to avoid service of legal process.
- (d) In the event of a natural disaster, fire or any other emergency constituting an immediate threat to human life, the consent of the Center Director pursuant to paragraph (b) of this Article is presumed.
- (e) The Headquarters Seat shall not be used in any manner incompatible with the Center's official activities.
- (f) For the purpose of establishing the necessary procedures for the exercise of its functions, the Center shall have the power to make and apply within the Headquarters Seat the internal regulations of the Center. The Center shall determine the scope and substance of those regulations, which shall include, but shall not be limited to, the Establishment Agreement, the Center's administrative and personnel policies, any retirement and pension plans, any other published rules and regulations of the Center and international agreements to which the Center is a party.

- (g) Except in matters in which there is immunity to judicial process, or except as otherwise stated in this Agreement, the courts or other appropriate organs of Oman shall have jurisdiction, as provided in applicable laws, over acts done and transactions taking place in the Headquarters Seat or other Center premises. The courts of Oman, when dealing with cases arising out of or relating to acts done or transactions taking place in the Headquarters Seat, shall take into account the Center's regulations.
- (h) Paragraphs (f) and (g) of this Article shall not prevent the application of fire protection, occupational health and safety or sanitary regulations of the appropriate Government authorities.

Article 15

Public Utilities in the Headquarters Seat

- (a) To enable the Center to implement its functions efficiently and without disruption, the Government shall provide essential public utilities at the Headquarters Seat.
- (b) The appropriate Government authorities shall meet, to the extent of their respective capabilities and powers, the requests of the Center Director to supply the necessary public utilities such as electricity, water, sewerage, post, telecommunications, local transportation, drainage, collection of refuse and fire protection.
- (c) In case of any interruption or threatened interruption of any such services, the appropriate Government authorities shall consider the needs of the Center as being of equal importance with those of essential agencies of the Government, and shall take steps accordingly to endeavour to ensure that the work of the Center is not prejudiced.
- (d) The Center Director shall, upon request, make suitable arrangements to enable duly authorised representatives of the appropriate public utility bodies to inspect, repair, maintain, reconstruct and relocate services within the Headquarters Seat

under conditions which shall not unreasonably disturb the carrying out of the functions of the Center.

- (e) Where public utilities are provided by appropriate Government authorities or bodies under their control, the Center shall be supplied at the prevailing tariffs and rates accorded to diplomatic missions in Oman.

Article 16

Protection of the Headquarters Seat

- (a) The appropriate Government authorities shall take such measures as may be reasonable and practicable to ensure the security and tranquillity of the Headquarters Seat.
- (b) Upon request by the Center Director, the appropriate Government authorities shall provide for the preservation of law and order in the Headquarters Seat.

Article 17

Staff Conditions

- (a) The Center shall ensure that all staff members are covered by adequate social security provisions and health insurance at least equivalent to that offered under Oman law.
- (b) The Center may engage as staff members the spouses of staff members. The provision of work permits to spouses of international staff members for employment outside the Center will be the subject of conditions agreed in an exchange of letters between the Center and the Government.

Article 18
Settlement of Disputes

- (a) Any disputes between the Government and the Center concerning the interpretation or application of this Agreement shall be settled amicably through negotiations.
- (b) In case there is no settlement through negotiation, the Government or the Center may refer the dispute to arbitration, by a tribunal composed of three arbitrators: one to be appointed by the Center Director, one to be appointed by the Government, and the third, who shall be the Chairperson of the tribunal, to be appointed by the first two arbitrators. Should the first two arbitrators fail to agree upon the third within three months of their own appointments, either the Government or the Center may request the President of the International Court of Justice to make the designation.
- (c) The arbitration tribunal shall adopt its own rules of procedure, and in this respect shall be guided by the Rules of Procedure for Arbitration Proceedings of the International Center for Settlement of Investment Disputes.
- (d) Without prejudice to the immunities conferred by this Agreement, the Center shall make provision for appropriate mode of settlement of:
 - (1) disputes arising out of contracts or other disputes of a private character to which the Center is a party; and
 - (2) disputes involving any staff member who by reason of his/her official position enjoys immunity, if immunity has not been waived in accordance with the provisions of Article 11.

Article 19
Amendments and Supplementary Agreements

- (a) The Government and the Center may amend this Agreement and enter into such supplementary agreements as may be necessary. Any such supplementary agreements are to be read as part of this Agreement.
- (b) Consultation with respect to any proposed amendment of this Agreement shall be entered into at the request of either party. Any such amendment shall be by mutual consent.
- (c) Any understanding, amendment, extension or supplementary agreement be confirmed by exchange of letters between the Center Director, after approval by the Executive Council, and an authorised representative of the Government.
- (d) Whenever this Agreement or any supplementary agreement imposes obligations on the appropriate Government authorities, the ultimate responsibility fulfilment of such obligations shall rest with the Government.

Article 20
Entry into Force and Termination

- (a) This Agreement shall enter into force upon signature of representatives of the Government and the Center and the Government's notification to the Executive Council that the procedures required by law for the entering into force of the Agreement have been complied with.
- (b) This Agreement shall terminate by mutual consent of the Government and Center, upon six months written notice by either, or if the permanent headquarters of the Center is removed from Oman.

IN WITNESS WHEREOF the undersigned, being duly authorised, have signed this Agreement in Muscat, Sultanate of Oman on 29th December 1997.

FOR THE GOVERNMENT OF
THE SULTANATE OF OMAN:



Yusuf bin Alawi bin Abdullah
The Minister Responsible
for Foreign Affairs

FOR THE MIDDLE EAST
DESALINATION RESEARCH CENTER:



Badr bin Hamad Al bu Said
Chairman of the Executive Council