

DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION

No. 795

30 September 2011



MINUTE

In accordance with the powers vested in me by section 6(2) of the Diplomatic Immunities and Privileges Act, 2001 (Act No. 37 of 2001), I hereby recognise the United Nations/International Astronautical Federation Twenty-First Workshop Space for Human and Environmental Security to be held in Cape Town, South Africa, from 30 September 2011 to 2 October 2011. In accordance with section 6(1)(b) of the said Act, the immunities and privileges to be accorded to the Conference are provided for in the *Host Country Agreement between the United Nations and the Department of International Relations and Cooperation of the Republic of South Africa regarding the Hosting of the United Nations/International Astronautical Federation Twenty-First Workshop on "Space for Human and Environmental Security" from 30 September 2011 to 2 October 2011, Cape Town, South Africa*

Maite Nkoana-Mashabane

Minister of International Relations and Co-operation



Yury Fedotov
Director-General

6 September 2011

Excellency,

I have the honour to refer to the negotiations between the United Nations Office for Outer Space Affairs and the Department of International Relations and Cooperation of the Republic of South Africa regarding the hosting of the United Nations/International Astronautical Federation (IAF) Twenty-First Workshop on "Space for Human and Environmental Security" (30 September-2 October 2011, Cape Town, South Africa). I have the honour to propose on behalf of the United Nations the following which will constitute an Agreement between the United Nations and the Government of the Republic of South Africa (hereinafter referred to as "the Government") for the United Nations/International Astronautical Federation Twenty-First Workshop on "Space for Human and Environmental Security" to be held from 30 September to 2 October 2011 in Cape Town, South Africa:

The Government of South Africa and the United Nations Organization (hereinafter referred to as Parties) agree as follows:

A. The United Nations

1. The United Nations shall provide round trip international air travel in accordance with United Nations rules and procedures to Cape Town, South Africa, for up to forty (40) participants that are invited to participate in the Workshop by the United Nations.
2. The cost of travel and per diem of up to three staff members of the Office for Outer Space Affairs of the United Nations Secretariat shall be borne by the United Nations.
3. The cost of travel and per diem of representatives of the United Nations system shall be borne by the concerned organizations.

B. Language and Participation

1. The total number of participants will be limited to one hundred (100).
2. The official language of the Workshop will be English.

Her Excellency
Minister Maite Nkoana-Mashabane
Minister of the Department of International Relations and Cooperation
of the Republic of South Africa
Pretoria
Republic of South Africa

C. The Government

1. The Government will act as host to the Workshop which will be held in Cape Town, South Africa.
2. The Government will also designate officials to act as liaison officers between the United Nations and the Government for making the necessary arrangements concerning the contributions described in the following paragraph.
3. The Government will provide and its appointed organization will defray the expenses of:
 - (a) appropriate premises and equipment (including duplication facilities and consumables) for holding the Workshop;
 - (b) appropriate premises for the offices and for the other working areas of the United Nations Secretariat staff responsible for the Workshop, the liaison officer and the local personnel mentioned below;
 - (c) adequate furniture and equipment for the premises referred to in (b) and (c) above to be installed prior to the start of the Workshop and maintained in good repair by appropriate personnel for the duration of the Workshop;
 - (d) amplification and audio-visual projection equipment as well as tape recorders and tapes as may be necessary and technicians to operate them for the Workshop;
 - (e) the local administrative personnel required for the proper conduct of the Workshop, including reproduction and distribution of presented papers and other documents in connection with the Workshop;
 - (f) communication facilities (telex, facsimile, telephone) for official use in connection with the Workshop, office supplies and equipment for the conduct of the Workshop;
 - (g) local transportation, including airport reception during arrival and departure for all participants in the Workshop;
 - (h) local transportation for the United Nations staff responsible for the Workshop for official purposes during the Workshop;
 - (i) arrangements to assist the United Nations in arranging adequate accommodations in hotels at reasonable commercial rates both for participants sponsored by the United Nations and IAF and for persons who are participating in, attending or servicing the Workshop, at the expense of these same persons;
 - (j) the services of a travel agency to confirm or make new bookings for the departure of participants upon the conclusion of the Workshop;
 - (k) medical facilities for first aid in emergencies within the area of the Workshop. For serious emergencies, the Government shall ensure immediate transportation and admission to a hospital, provided that the Government shall not be liable for the cost of any hospital treatment. It shall be the responsibility of all participants of the Workshop to obtain adequate medical insurance; and

- (l) security protection as may be required to ensure the well-being of all participants in the Workshop and the efficient functioning of the Workshop free from interference of any kind.

D. Privileges and Immunities

The following terms shall apply to the Workshop:

1. (a) The Convention on the Privileges and Immunities of the United Nations (1946) acceded to by South Africa on 30 August 2002 shall be applicable in respect of the Workshop. The participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations under Article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the Workshop shall enjoy the privileges and immunities provided under Articles V and VII of the Convention. Officials of the Specialized Agencies participating in the Workshop shall be accorded the privileges and immunities provided under Articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies (1947).
- (b) Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all participants and persons performing functions in connection with the Workshop shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Workshop.
- (c) Personnel provided by the Government pursuant to this Agreement shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Workshop in accordance with international law.
2. All participants and all persons performing functions in connection with the Workshop shall have the right of unimpeded entry into and exit from South Africa. Visas and entry permits, where required, shall be granted free of charge. When applications are made four weeks before the opening of the Workshop, visas shall be granted not later than two weeks before the opening of the Workshop. If the application is made less than four weeks before the opening, visas shall be granted as speedily as possible and not later than three days before the opening.
3. It is further understood that the Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of:
 - (a) Injury or damage to person or property in conference or office premises provided for the Workshop;
 - (b) The transportation provided by the Government;
 - (c) The employment for the Workshop of personnel provided or arranged by the Government;

and the Government shall hold the United Nations and its personnel harmless in respect of

any such action, claim or other demand. The present conditions will be applicable, unless the Government and the United Nations agree that such action, claim or other demand evolved from the gross negligence or wilful misconduct of the official of the United Nations or officials of specialized agencies.

4. Any dispute concerning the interpretation or implementation of these terms except for a dispute subject to the appropriate provisions of the Convention on the Privileges and Immunities of the United Nations or of any other applicable agreement, shall, unless the parties otherwise agree, be submitted to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government, and the third, who shall be the chairman, by the other two arbitrators. If either party does not appoint an arbitrator within three months of the other party having notified the name of its arbitrator or if the first two arbitrators do not within three months of the appointment or nomination of the second one of them appoint the chairman, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.

This Note and Your Excellency's reply confirming the above proposals on behalf of the Government of South Africa will constitute an Agreement between the United Nations and the Government of South Africa regarding the hosting of the Workshop, which shall enter into force on the date of your reply and shall remain in force for the duration of the Workshop and for any such additional period as is necessary for the completion of its work and for the resolution of any matters arising out of the Agreement.

Accept, Excellency, the assurances of my highest consideration.



Mazlan Othman
Officer-in-Charge
United Nations Office in Vienna



**MINISTER
INTERNATIONAL RELATIONS AND COOPERATION
REPUBLIC OF SOUTH AFRICA**

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Pretoria, 15 September 2011

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of 6 September 2011, which reads as follows:

"I have the honour to refer to the negotiations between the United Nations Office for Outer Space Affairs and the Department of International Relations and Cooperation of the Republic of South Africa regarding the hosting of the United Nations/ International Astronautical Federation (IAF) Twenty-First Workshop on "Space for Human and Environmental Security" (30 September-2 October 2011, Cape Town, South Africa). I have the honour to propose on behalf of the United Nations the following which will constitute an Agreement between the United Nations and the Government of the Republic of South Africa (hereinafter referred to as "the Government") for the United Nations/ International Astronautical Federation Twenty-First Workshop on "Space for Human and Environmental Security" to be held from 30 September to 2 October 2011 in Cape Town, South Africa:

The Government of South Africa and the United Nations Organization (hereinafter referred to as Parties) agree as follows:

A. The United Nations

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2. The cost of travel and per diem of up to three staff members of the Office for Outer Space Affairs of the United Nations Secretariat shall be borne by the United Nations.
3. The cost of travel and per diem of representatives of the United Nations system shall be borne by the concerned organizations.

B. Language and Participation

1. The total number of participants will be limited to one hundred (100).
2. The official language of the Workshop will be English.

C. The Government

1. The Government will act as host to the Workshop which will be held in Cape Town, South Africa.
2. The Government will also designate officials to act as liaison officers between the United Nations and the Government for making the necessary arrangements concerning the contributions described in the following paragraph.
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 - (b) appropriate premises for the offices and for the other working areas of the United Nations Secretariat staff responsible for the Workshop, the liaison officer and the local personnel mentioned below;
 - (c) adequate furniture and equipment for the premises referred to in (b) and (c) above to be installed prior to the start of the Workshop and maintained in good repair by appropriate personnel for the duration of the Workshop;
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 - (h) local transportation for the United Nations staff responsible for the Workshop for official purposes during the Workshop;

- (i) arrangements to assist the United Nations in arranging adequate accommodations in hotels at reasonable commercial rates both for participants sponsored by the United Nations and IAF and for persons who are participating in, attending or servicing the Workshop, at the expense of these same persons
- (j) the services of a travel agency to confirm or make new bookings for the departure of participants upon the conclusion of the Workshop;
- (k) medical facilities for first aid in emergencies within the area of the Workshop. For serious emergencies, the Government shall ensure immediate transportation and admission to a hospital, provided that the Government shall not be liable for the cost of any hospital treatment. It shall be the responsibility of all participants of the Workshop to obtain adequate medical insurance; and
- (l) security protection as may be required to ensure the well-being of all participants in the Workshop and the efficient functioning of the Workshop free from interference of any kind.

D. Privileges and Immunities

The following terms shall apply to the Workshop:

1. (a) The Convention on the Privileges and Immunities of the United Nations (1946) acceded to by South Africa on 30 August 2002 shall be applicable in respect of the Workshop. The participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations under Article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the Workshop shall enjoy the privileges and immunities provided under Articles V and VII of the Convention. Officials of the Specialized Agencies participating in the Workshop shall be accorded the privileges and immunities provided under Articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies (1947).
- (b) Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all participants and persons performing functions in connection with the Workshop shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Workshop.
- (c) Personnel provided by the Government pursuant to this Agreement shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Workshop in accordance with international law.

2. All participants and all persons performing functions in connection with the Workshop shall have the right of unimpeded entry into and exit from South Africa. Visas and entry permits, where required, shall be granted free of charge. When applications are made four weeks before the opening of the Workshop, visas shall be granted not later than two weeks before the opening of the Workshop. If the application is made less than four weeks before the opening, visas shall be granted as speedily as possible and not later than three days before the opening.
3. It is further understood that the Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of:
 - (a) Injury or damage to person or property in conference or office premises provided for the Workshop;
 - (b) The transportation provided by the Government;
 - (c) The employment for the Workshop of personnel provided or arranged by the ~~year~~ Government;and the Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or other demand. The present conditions will be applicable, unless the Government and the United Nations agree that such action, claim or other demand evolved from the gross negligence or wilful misconduct of the official of the United Nations or officials of specialized agencies.
4. Any dispute concerning the interpretation or implementation of these terms except for a dispute subject to the appropriate provisions of the Convention on the Privileges and Immunities of the United Nations or of any other applicable agreement, shall, unless the parties otherwise agree, be submitted to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government, and the third, who shall be the chairman, by the other two arbitrators. If either party does not appoint an arbitrator within three months of the other party having notified the name of its arbitrator or if the first two arbitrators do not within three months of the appointment or nomination of the second one of them appoint the chairman, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.

This Note and Your Excellency's reply confirming the above proposals on behalf of the Government of South Africa will constitute an Agreement between the United Nations and the Government of South Africa regarding the hosting of the Workshop, which shall enter into force on the date of your reply and shall remain in force for the duration of the Workshop and for any such additional period as is necessary for the completion of its work and for the resolution of any matters arising out of the Agreement.

Accept, Excellency, the assurances of my highest consideration."

In reply, I have the honour to accept, on behalf of the Government of the Republic of South Africa, the proposal of the United Nations embodied in Your Excellency's Note as quoted above and to confirm that the said Note and this Reply shall constitute an Agreement between the United Nations and the Government of the Republic of South Africa for the United Nations/ International Astronautical Federation Twenty-First Workshop on "Space for Human and Environmental Security" to be held from 30 September to 2 October 2011 in Cape Town, South Africa, and which shall enter into force on today's date.

Please accept, Your Excellency, the assurances of my highest consideration.

Minister Maite Nkoana-Mashabane
Minister of the Department of International Relations and Cooperation
Republic of South Africa
PRETORIA

Mazlan Othman
Deputy Director-General
United Nations Office
VIENNA