

**No. 52798\***

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**United Nations (United Nations University)  
and  
Germany**

**Exchange of letters constituting an agreement between the Government of the Federal Republic of Germany and the United Nations University concerning the applicability mutatis mutandis of the Agreement of 10 November 1995 between the United Nations and the Federal Republic of Germany concerning the Headquarters of the United Nations Volunteers Programme to the UNU Vice-Rectorate in Europe (UNU-ViE) and the Institute for Environment and Human Security (UNU-EHS). Tokyo, 25 May 2011**

**Entry into force:** *17 December 2012, in accordance with the provisions of the said letters*

**Authentic texts:** *English and German*

**Registration with the Secretariat of the United Nations:** *ex officio, 1 July 2015*

**Note:** *See also annex A, No. 52798.*

*\*No UNTS volume number has yet been determined for this record. The Text(s) reproduced below, if attached, are the authentic texts of the agreement /action attachment as submitted for registration and publication to the Secretariat. For ease of reference they were sequentially paginated. Translations, if attached, are not final and are provided for information only.*

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**Organisation des Nations Unies (Université des Nations Unies)  
et  
Allemagne**

**Échange de lettres constituant un accord entre le Gouvernement de la République fédérale d'Allemagne et l'Université des Nations Unies concernant l'applicabilité mutatis mutandis de l'Accord du 10 novembre 1995 entre l'Organisation des Nations Unies et le Gouvernement de la République fédérale d'Allemagne relatif au Siège du Programme des Volontaires des Nations Unies au Vice-rectorat de l'UNU en Europe (UNU-ViE) et à l'Institut pour l'environnement et la sécurité humaine (UNU-EHS). Tokyo, 25 mai 2011**

**Entrée en vigueur :** *17 décembre 2012, conformément aux dispositions des dites lettres*

**Textes authentiques :** *anglais et allemand*

**Enregistrement auprès du Secrétariat des Nations Unies :** *d'office, 1<sup>er</sup> juillet 2015*

**Note :** *Voir aussi annexe A, No. 52798.*

*\*Le numéro de volume RTNU n'a pas encore été établi pour ce dossier. Les textes reproduits ci-dessous, s'ils sont disponibles, sont les textes authentiques de l'accord/pièce jointe d'action tel que soumises pour l'enregistrement et*

*publication au Secrétariat. Pour référence, ils ont été présentés sous forme de la pagination consécutive. Les traductions, s'ils sont inclus, ne sont pas en form finale et sont fournies uniquement à titre d'information.*

[ ENGLISH TEXT – TEXTE ANGLAIS ]

**UNITED NATIONS UNIVERSITY**

**The Rector**

Tokyo, 25 May 2011

His Excellency  
Dr. Volker Stanzel  
Ambassador Extraordinary and Plenipotentiary  
Embassy of the Federal Republic of Germany  
4-5-10, Minami-Azabu, Minato-ku  
Tokyo 106-0047, Japan

Excellency,

I have the honour to refer to discussions which have taken place between officials of the Government of the Federal Republic of Germany and the United Nations, including the United Nations University (UNU), relating to the applicability, *mutatis mutandis*, of the Agreement between the United Nations and the Federal Republic of Germany concerning the Headquarters of the United Nations Volunteers Programme concluded on 10 November 1995 and the Exchange of Notes of the same date between the Administrator of the United Nations Development Programme and the Permanent Representative of Germany to the United Nations concerning the interpretation of certain provisions of the Agreement (both hereinafter referred to as the "UNV Headquarters Agreement") to the UNU Vice-Rectorate in Europe (hereinafter referred to as the "UNU-ViE") and the UNU Institute for Environment and Human Security (hereinafter referred to as the "UNU-EHS"), including matters relevant to the Charter of the University.

Pursuant to the recent discussions, I am pleased to propose to the Government of the Federal Republic of Germany, with reference to Article 2 paragraph 2 of the Charter of the University, the following:

1. The UNV Headquarters Agreement shall apply, *mutatis mutandis*, to the UNU-ViE and the UNU-EHS in accordance with paragraph 2 of Article 4 thereto.

2. Definitions and Understandings

a) For the purposes of this Agreement, the following definitions shall apply:

- i) "the University" means the United Nations University, established by the General Assembly of the United Nations in its resolution 2951 (XXVII) of 11 December 1972;

Prof. Dr. Konrad Osterwalder  
Rector, United Nations University  
Under-Secretary-General of the United Nations

コンラド・オスターヴァルダー  
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- ii) "the Charter of the University" means the Charter of the University adopted by the General Assembly of the United Nations in its resolution 3081 (XXVIII) of 6 December 1973;
  - iii) "the Rector" means the Rector of the University and, during his absence, any official designated to act on his behalf;
- b) For the purposes of this Agreement the following understandings shall apply:
- i) References to "the UNV" or "the Programme" in the UNV Headquarters Agreement shall be deemed to mean the UNU-ViE or the UNU-EHS, established in Bonn, Federal Republic of Germany.
  - ii) References to "the Executive Coordinator" in the UNV Headquarters Agreement shall be deemed to mean the Vice-Rector of the UNU-ViE, acting as the chief academic and administrative officer of the UNU-ViE on behalf of the Rector in the Federal Republic of Germany and during his absence, any official designated to act on his behalf to be notified to the Government of the Federal Republic of Germany by the Vice-Rector; or the Director of the UNU-EHS, acting as the chief academic and administrative officer of the UNU-EHS on behalf of the Rector in the Federal Republic of Germany, or in his absence any official designated to act on his behalf to be notified to the Government of the Federal Republic of Germany by the Director.
  - iii) References to "officials of the Programme" in the UNV Headquarters Agreement shall be deemed to mean personnel of the UNU-ViE and the UNU-EHS who are appointed in accordance with Article VIII, paragraphs 6 and 7 of the Charter of the University.

### 3. Legal Status

- a) The UNU-ViE and the UNU-EHS shall have the legal status specified in Article XI of the Charter of the University and in this Agreement.
- b) For the purpose of this Article, the University shall be represented by the Rector.

#### 4. Academic Freedom and Eligibility to Compete for Research Funding

- a) The University, including the UNU-ViE and the UNU-EHS, shall enjoy the academic freedom required for the achievement of its objectives, with particular reference to the choice of subjects and methods of research and training, the selection of persons and institutions to share in its tasks, and freedom of expression.
- b) The University shall be eligible with other universities in the Federal Republic of Germany to apply for support from competitive research funding programmes.

#### 5. Final Provisions

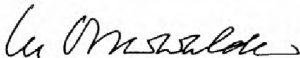
- a) The provisions in this Agreement shall be complementary to the provisions of the UNV Headquarters Agreement. Insofar as any provision of this Agreement and any provision of the UNV Headquarters Agreement relate to the same subject matter, each of these provisions shall be applicable and neither shall narrow the effect of the other.
- b) This Agreement shall also apply *mutatis mutandis* to such other University Offices as may be located in the Federal Republic of Germany with the consent of the Government of the Federal Republic of Germany.
- c) This Agreement may be amended in writing by mutual consent at any time at the request of either Party.
- d) Any dispute between the Parties concerning the interpretation or application of this Agreement, which cannot be settled amicably, shall be resolved in accordance with the procedures under Article 26, paragraph 2, of the UNV Headquarters Agreement.
- e) This Agreement shall cease to be in force twelve months after the date when either of the Parties has given notice in writing to the other of its decision to terminate the Agreement either with regard to UNU-ViE or UNU-EHS. The relevant date shall be the date on which the notice is received. This Agreement shall,

however, remain in force for such an additional period as might be necessary for the orderly cessation of activities of either the UNU-ViE or the UNU-EHS in the Federal Republic of Germany and the disposition of their property therein, and the resolution of any dispute between the Parties to this Agreement.

- f) This Agreement shall be concluded in the English and German languages, both texts being equally authentic.

I have the honour to propose that, if the Government of the Federal Republic of Germany agrees to the proposals made in paragraphs 1 to 5 above, this letter and your Excellency's letter in reply thereto expressing the agreement of the Government of the Federal Republic of Germany shall constitute an agreement between the United Nations University acting on the basis of Article 2 paragraph 2 of the Charter of the University and the Government of the Federal Republic of Germany, which shall enter into force on the date on which the Parties have informed each other in writing that their internal requirements for such entry into force have been fulfilled. The relevant date shall be the day on which the last communication is received.

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



Konrad Osterwalder  
Rector  
United Nations University

DER BOTSCHAFTER  
DER BUNDESREPUBLIK DEUTSCHLAND  
THE AMBASSADOR  
OF THE FEDERAL REPUBLIC OF GERMANY

Tokyo, May 25<sup>th</sup>, 2011

Prof. Dr. Konrad Osterwalder  
Rector  
United Nations University  
5-53-70, Jingumae  
Shibuya-ku  
Tokyo 150-8925

Dear Rector,

I have the honour to confirm receipt of your letter of May 25<sup>th</sup>, 2011 proposing on behalf of the United Nations University (UNU) the conclusion of an Agreement between the Government of the Federal Republic of Germany and the United Nations University, acting on the basis of Article 2 paragraph 2 of the Charter of the University, concerning the applicability *mutatis mutandis* of the Agreement of 10 November 1995 between the Federal Republic of Germany and the United Nations concerning the Headquarters of the United Nations Volunteers Programme to the UNU Vice-Rectorate in Europe and the UNU Institute for Environment and Human Security.

Your letter reads as follows:

“Excellency,

I have the honour to refer to discussions which have taken place between officials of the Government of the Federal Republic of Germany and the United Nations, including the United Nations University (UNU), relating to the applicability, *mutatis mutandis*, of the Agreement between the United Nations and the Federal Republic of Germany concerning the Headquarters of the United Nations Volunteers Programme concluded on 10 November 1995 and the Exchange of Notes of the same date between the Administrator of the United Nations Development Programme and the Permanent Representative of Germany to the

United Nations concerning the interpretation of certain provisions of the Agreement (both hereinafter referred to as the “UNV Headquarters Agreement”) to the UNU Vice-Rectorate in Europe (hereinafter referred to as the “UNU-ViE”) and the UNU Institute for Environment and Human Security (hereinafter referred to as the “UNU-EHS”), including matters relevant to the Charter of the University.

Pursuant to the recent discussions, I am pleased to propose to the Government of the Federal Republic of Germany, with reference to Article 2 paragraph 2 of the Charter of the University, the following:

1. The UNV Headquarters Agreement shall apply, *mutatis mutandis*, to the UNU-ViE and the UNU-EHS in accordance with paragraph 2 of Article 4 thereto.

2. Definitions and Understandings

a) For the purposes of this Agreement, the following definitions shall apply:

i) “the University” means the United Nations University, established by the General Assembly of the United Nations in its resolution 2951 (XXVII) of 11 December 1972;

ii) “the Charter of the University” means the Charter of the University adopted by the General Assembly of the United Nations in its resolution 3081 (XXVIII) of 6 December 1973;

iii) “the Rector” means the Rector of the University and, during his absence, any official designated to act on his behalf;

b) For the purposes of this Agreement the following understandings shall apply:



- i) References to “the UNV” or “the Programme” in the UNV Headquarters Agreement shall be deemed to mean the UNU-ViE or the UNU-EHS, established in Bonn, Federal Republic of Germany.
  
- ii) References to “the Executive Coordinator” in the UNV Headquarters Agreement shall be deemed to mean the Vice-Rector of the UNU-ViE, acting as the chief academic and administrative officer of the UNU-ViE on behalf of the Rector in the Federal Republic of Germany and during his absence, any official designated to act on his behalf to be notified to the Government of the Federal Republic of Germany by the Vice-Rector; or the Director of the UNU-EHS, acting as the chief academic and administrative officer of the UNU-EHS on behalf of the Rector in the Federal Republic of Germany, or in his absence any official designated to act on his behalf to be notified to the Government of the Federal Republic of Germany by the Director.
  
- iii) References to “officials of the Programme” in the UNV Headquarters Agreement shall be deemed to mean personnel of the UNU-ViE and the UNU-EHS who are appointed in accordance with Article VIII, paragraphs 6 and 7 of the Charter of the University.

### 3. Legal Status

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### 4. Academic Freedom and Eligibility to Compete for Research Funding

- a) The University, including the UNU-ViE and the UNU-EHS, shall enjoy the academic freedom required for the achievement of its objectives, with particular reference to the choice of subjects and methods of research and training, the selection of persons and institutions to share in its tasks, and freedom of expression.

- b) The University shall be eligible with other universities in the Federal Republic of Germany to apply for support from competitive research funding programmes.

## 5. Final Provisions

- a) The provisions in this Agreement shall be complementary to the provisions of the UNV Headquarters Agreement. Insofar as any provision of this Agreement and any provision of the UNV Headquarters Agreement relate to the same subject matter, each of these provisions shall be applicable and neither shall narrow the effect of the other.
- b) This Agreement shall also apply *mutatis mutandis* to such other University Offices as may be located in the Federal Republic of Germany with the consent of the Government of the Federal Republic of Germany.
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- e) This Agreement shall cease to be in force twelve months after the date when either of the Parties has given notice in writing to the other of its decision to terminate the Agreement either with regard to UNU-ViE or UNU-EHS. The relevant date shall be the date on which the notice is received. This Agreement shall, however, remain in force for such an additional period as might be necessary for the orderly cessation of activities of either the UNU-ViE or the UNU-EHS in the Federal Republic of Germany and the disposition of their property therein, and the resolution of any dispute between the Parties to this Agreement.

- f) This Agreement shall be concluded in the English and German languages, both texts being equally authentic.

I have the honour to propose that, if the Government of the Federal Republic of Germany agrees to the proposals made in paragraphs 1 to 5 above, this letter and your Excellency's letter in reply thereto expressing the agreement of the Government of the Federal Republic of Germany shall constitute an agreement between the United Nations University acting on the basis of Article 2 paragraph 2 of the Charter of the University and the Government of the Federal Republic of Germany, which shall enter into force on the date on which the Parties have informed each other in writing that their internal requirements for such entry into force have been fulfilled. The relevant date shall be the day on which the last communication is received.

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

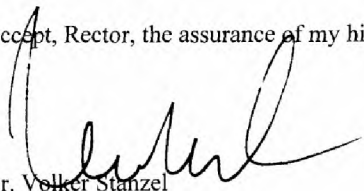
Konrad Osterwalder

Rector

United Nations University"

I have the honour to inform you that my Government agrees to the proposals contained in your letter. Your letter and this letter in reply thereto shall thus constitute an Agreement between the Government of the Federal Republic of Germany and the United Nations University, acting on the basis of Article 2 paragraph 2 of the Charter of the University, which shall enter into force on the date on which the Parties have informed each other in writing that their internal requirements for such entry into force have been fulfilled. The relevant date shall be the day on which the last communication is received. This Agreement shall be concluded in the German and English languages, both texts being equally authentic.

Accept, Rector, the assurance of my highest consideration.



Dr. Volker Stanzel