

**INTER-AMERICAN INSTITUTE FOR
GLOBAL CHANGE RESEARCH**

**AGREEMENT BETWEEN THE GOVERNMENT
OF THE FEDERATIVE REPUBLIC OF BRAZIL AND
THE INTER-AMERICAN INSTITUTE FOR GLOBAL CHANGE RESEARCH
CONCERNING THE HEADQUARTERS OF THE IAI**

**AGREEMENT BETWEEN THE GOVERNMENT
OF THE FEDERATIVE REPUBLIC OF BRAZIL AND
THE INTER-AMERICAN INSTITUTE FOR GLOBAL CHANGE RESEARCH
CONCERNING THE HEADQUARTERS OF THE IAI**

The Government of the Federative Republic of Brazil

and

The Inter-American Institute for Global Change Research

Whereas, representatives of the States of the Americas met in Montevideo, and signed, on May 12-14, 1992, an Agreement Establishing the Inter-American Institute for Global Change Research as a regional network of cooperating research entities;

Whereas, on June 23, 1993, the Government of the Federative Republic of Brazil deposited at the Secretary-General of the Organization of the American States its instrument of ratification of the said Agreement;

Whereas, the First Meeting of the Conference of the Parties of the Inter-American Institute for Global Change Research, held in Mexico City on September 12-14, 1994, elected the Federative Republic of Brazil as the host country for the headquarters of the Inter-American Institute for Global Change Research;

Whereas, the Government of the Federative Republic of Brazil and the Inter-American Institute for Global Change Research have agreed to host the Institute's headquarters in Brazil, and wish to conclude an Agreement regulating matters arising from the establishment and functioning of the Inter-American Institute for Global Change Research in Brazil;

Have agreed as follows:

ARTICLE I Definitions

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

- a) the term “Government” shall mean the Government of the Federative Republic of Brazil;
- b) the term “host country “ shall mean the Federative Republic of Brazil;
- c) the term “Brazilian authorities” shall mean the national, state, municipal and other competent governmental authorities of the host country;
- d) the term “IAI” shall mean the Inter-American Institute for Global Change Research;
- e) the term “INPE” shall mean the Instituto Nacional de Pesquisas Espaciais;
- f) the term “IAI Agreement” shall mean the Agreement establishing the IAI, done at Montevideo, Uruguay on May 13, 1992;
- g) the term “Director” shall mean the Director and legal representative of the IAI referred to in Article VIII of the IAI Agreement;
- h) the term “Directorate” shall mean the primary administrative organ of the IAI referred to in Article VIII of the IAI Agreement;
- i) the term “premises of the IAI” shall mean the facilities described in Annex A hereto, and any other land, buildings, facilities and installations made available to, or maintained, occupied or used by, the IAI in the host country;
- j) the term “Headquarters” shall mean the premises of the IAI in the Federative Republic of Brazil where the Directorate is located, and
- k) the term “staff of the IAI” shall mean employees of, and consultants for, the IAI.

ARTICLE II
Juridical Personality

In accordance with the IAI Agreement, the Government recognizes that the IAI has juridical personality and the capacity to acquire rights and to undertake all obligations including entering into contracts and agreements with physical and juridical, public and private, national, foreign and international persons, as well as to acquire and dispose of tangible and intangible, movable and immovable property and, without prejudice to the provisions of this Agreement, to institute and respond to legal proceedings, in a manner consistent with all other international organizations.

ARTICLE III
Facilities

1. The host country shall provide to the IAI, the facilities and services described in Annex A hereto.
2. The properties described in paragraph 1 shall remain the property of the Government.

ARTICLE IV
Administrative-Financial Mechanisms

The Director and INPE may enter into arrangements regarding the administrative and support structures at INPE which may be available to the Directorate.

ARTICLE V
Premises, Funds and Other Property of the IAI

1. The premises, archives, documents and official correspondence of the IAI shall be inviolable, and together with the premises' furnishings, means of transport, funds, assets and other IAI property, whenever located in the host country and by whomsoever held, shall be immune from search, requisition, embargo, confiscation, expropriation or execution, whether by national, regional or local authorities, and whether by executive, administrative, judicial or legislative action.
2. Judicial actions and the service or execution of process cannot be enforced on the premises of the IAI, except with the consent of, and in accordance with the conditions approved by, the Director or his or her designee.

3. Brazilian authorities shall not enter the premises of the IAI to perform any official duty, except with the express consent, or at the request of, the Director or his or her designee. Such consent shall be deemed given in case of emergencies if consent cannot be obtained in advance.
4. The IAI, as other international organizations located in Brazil:
 - a) may, in the host country, hold and use funds, gold 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; and
 - b) may transfer its funds, gold or currency from one country to another, or within the host country, to any individual or entity.
5. The IAI, and its assets, income and other property shall be exempt from all direct taxes in the host country, whether national, regional or local, which include inter alia, income tax, capital tax, corporation tax as well as direct taxes levied by any Brazilian authorities, and shall be exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the IAI for its official use. However, articles imported under such exemptions will not be sold in the host country except under conditions agreed with the Government.
6. The provisions of paragraph 5 above shall not apply to taxes and duties which are considered to be charges for public utility services payable by the IAI.

ARTICLE VI

Law and Authority on the Premises of the IAI

1. The premises of the IAI shall be under the control and authority of the IAI as provided in this Agreement.
2. The laws and regulations of the host country shall apply on the premises of the IAI in a manner consistent with this Agreement. The IAI shall have the power to make regulations operative on the premises of the IAI for the purpose of establishing therein the conditions in all respects necessary for the full execution of its functions. The IAI shall promptly inform the Brazilian authorities of regulations thus enacted in accordance with this paragraph.

ARTICLE VII

Protection of the Premises of the IAI

1. The Government shall assure that the IAI shall not be dispossessed of its premises except in the event the IAI ceases to use them.
2. The Brazilian authorities shall take appropriate measures to ensure that the safety and tranquillity of the premises of the IAI is not disturbed and shall provide, as appropriate, such police protection as may be required for these purposes.

ARTICLE VIII

Communications Facilities

For official communications, the Directorate in the Federative Republic of Brazil will benefit from:

- a) the freedom of communication and advantages not less favorable than those accorded by the Government to any international organization, regarding priority, rates, surcharges and taxes applied to communications;
- b) the right to use codes or keys and to send and to receive its correspondence by means of sealed mails, benefiting for this from the same prerogatives and immunities as those conceded to mails of international organizations.

ARTICLE IX

Privileges and Immunities

1. The Director and the Director's immediate family forming part of his or her household, who are not Brazilian nationality and who are not permanent residents in the Federative Republic of Brazil, shall enjoy the privileges and immunities, exemptions and facilities accorded to agents of international organizations, in accordance with international law. They shall inter alia enjoy:
 - a) personal inviolability, including immunity from arrest or detention;
 - b) immunity from criminal, civil and administrative jurisdiction;
 - c) inviolability for all papers, documents, and correspondence;

- d) exemption from taxation on the salaries and emoluments paid to the Director for his services to the IAI;
- e) exemption from immigration restrictions, alien registration and national service obligations;
- f) the same facilities in respect of currency or exchange restrictions as are accorded to representatives of international organizations;
- g) the same immunities and facilities in respect of their personal baggage as are accorded to diplomatic agents;
- h) the right to import free of duties and taxes, except payments for services, their furniture and effects at the time of first taking up his or her post in the host country; and
- i) the right to import one car or to buy one national car for personal use with the same tax exemptions and under the same conditions which are usually accorded to representatives of international organizations in the long-term official missions in the Federative Republic of Brazil.

2. The residence of the Director shall enjoy the same inviolability and protection as the premises of the IAI.

3. Other staff of the IAI, regardless of their nationality, shall enjoy 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 to be accorded after termination of employment with the IAI.

4. Other staff of the IAI, who are not Brazilian citizens nor permanent residents in the Federative Republic of Brazil, shall enjoy:

- a) the right to import , free of duties and taxes, except payment for services, their furniture and effects at the time of first taking up their post in the host country; and
- b) other privileges and immunities that are accorded to staff members of comparable rank in international organizations established in the host country.

5. The Director and members of the staff of the IAI, who are not Brazilian citizens nor permanent residents of the Federative Republic of Brazil, shall be entitled to export without duties and taxes, on the termination of their functions in the host country, their furniture and personal effects, including motor vehicles.

6. The granting of privileges and immunities to the Director and staff of the IAI is in the interest of the IAI and not for their personal benefit. The right to waive immunity for the Director and the Director's family shall lie with the Executive Council established by the IAI Agreement, and with the Director in all other cases.

ARTICLE X

Cooperation with the Brazilian Authorities

1. Without prejudice to their privileges and immunities, it is the duty of all persons enjoying such privileges and immunities to respect the laws of the host country. They also have a duty not to interfere in the internal affairs of the host country.

2. The IAI shall cooperate at all times with Brazilian authorities to facilitate the proper administration of justice, and shall take steps to prevent the IAI staff from abusing the privileges, immunities and facilities accorded under this Agreement.

3. The IAI shall observe all security directives as agreed with the host country or as issued by Brazilian authorities responsible for security conditions within the host country as well as all directives of Brazilian authorities responsible for fire prevention regulations.

4. The IAI shall observe the social security provisions of the host country imposed by them on employers, in respect of employees that are nationals or permanent residents of the host country or of employees of foreign nationality not covered by the social security provisions of another country.

ARTICLE XI

Notification

1. The Director shall notify the Government of the names and categories of the members of the staff of the IAI referred to in this Agreement and of any change in their status.

2. The Director, in the case of his or her absence, shall notify the host country of the name of the member of the IAI staff that will remain as the responsible official during the length of the absence.

ARTICLE XII

Entry Into, Exit From and Movement Within the Host Country

The Director and staff of the IAI, and their immediate family forming part of their households, as well as members of the Executive Council and Scientific Advisory Committee referred to in the IAI Agreement, and all other non-Brazilian individuals who perform services for the IAI, shall have the right of unimpeded entry into, exit from, and movement within, the host country, as appropriate and for purposes of the IAI. Visas, entry permits or licenses, where required, shall be granted free of charge and as promptly as possible.

ARTICLE XIII

General Provisions

1. The members of the staff of the Directorate shall have the status of international employees serving an international organization.
2. In accordance with existing rules and regulations, the Ministry of External Relations of the Federative Republic of Brazil shall provide official identity documents for the Director and the members of the staff of the Directorate indicating their status as international employees serving an international organization.

ARTICLE XIV

Safety and Protection of Persons Referred to in this Agreement

The relevant Brazilian authorities shall take appropriate actions as may be necessary to ensure safety and protection for persons referred to in this agreement, indispensable for the proper functioning of the IAI.

ARTICLE XV

Other Facilities

1. The host country shall accord full facilities for the performance of the functions of the IAI under the terms of this Agreement.
2. The host country shall, whenever necessary and feasible, endeavor to assist the IAI in obtaining suitable accommodations for the Director.

ARTICLE XVI

Solution of Controversies

Any controversy about the application or interpretation of the provisions of this Agreement shall be subject to a solution process agreed upon by the IAI and the Government, in accordance with international law.

ARTICLE XVII

Amendments

This Agreement can be amended by mutual agreement between the IAI and the Government.

ARTICLE XVIII

Entry into Force

This Agreement, or any amendments thereto, shall enter into force on the day after each Party has notified the other in writing that their respective internal requirements for entry into force have been complied with.

ARTICLE XIX

Denunciation

This Agreement can be denounced at any time, through written notification, terminating its effects six months after the date of receipt of such notification.

ARTICLE XX

Final Provision

This Agreement shall cease to be in force if the seat of the IAI is moved from the territory of the host country or if the IAI is dissolved, except for such provisions as may be applicable in connection with the orderly termination of the operation of the IAI at its seat in the host country and the disposition of its property therein, as well as provisions granting immunity from legal process of every kind in

respect of words spoken or written or acts done in an official capacity, even after termination of employment with the IAI.

Done at Rio de Janeiro, on April 28 1995, in duplicate, in four equally authentic texts in the Spanish, Portuguese, English and French languages.



IAI

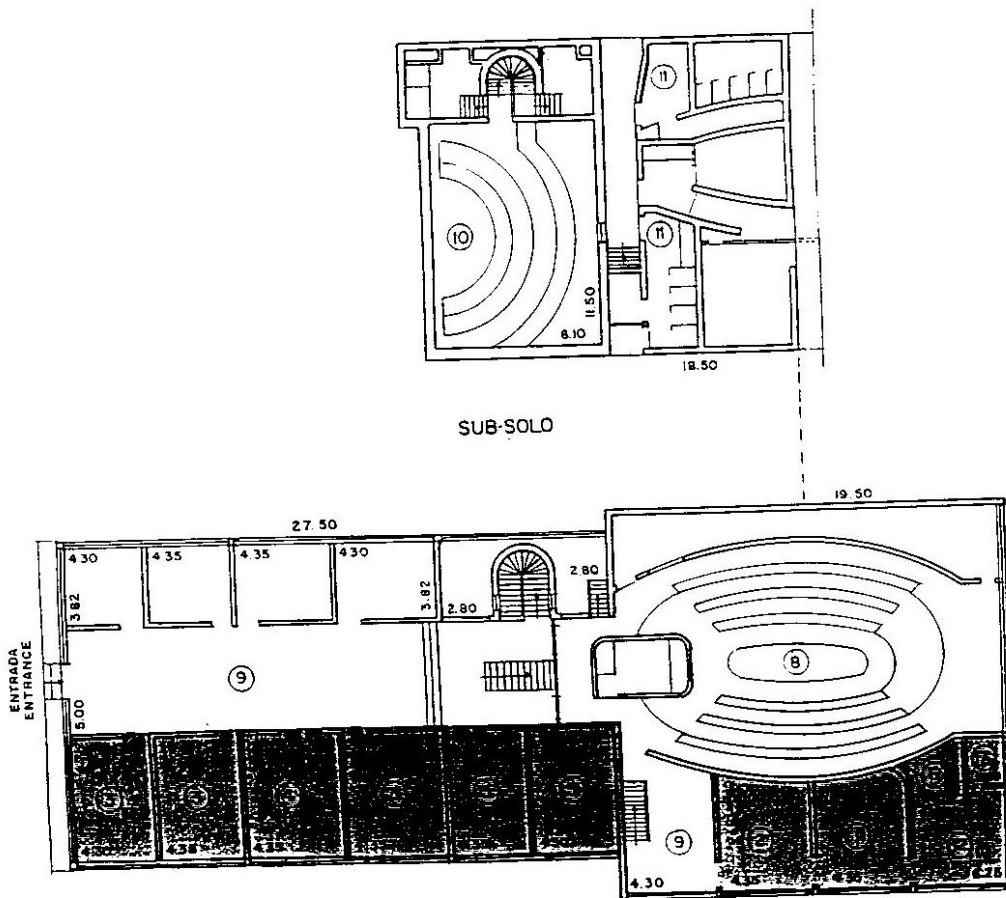


**Governo da República
Federativa do BRASIL**

ANNEX A

1. The Government shall provide the IAI, at no cost, with approximately 280 square meters of space in a building located on the campus of INPE, in accordance with the floor plan shown below (the “premises of the IAI”). The Government shall equip the premises of the IAI with suitable furniture and equipment, including six microcomputers, two laser printers, one typewriter and one copying machine.
2. The IAI shall share with INPE, at no cost, the use of one 50-person auditorium and one 60-person seminar room shown on the figure below.
3. The Government shall provide the IAI communications facilities consisting of four phone lines, seven extensions and one facsimile phone line, and connections between the IAI microcomputers and INPE’s local area computer network, which allows access to the Internet and Grid.
4. The Government shall ensure the availability of all public services and utilities needed by the IAI including, but not limited to, electricity, water, gas, sewage, collection of waste, and fire protection.
5. The Government shall provide to the Directorate three trilingual secretaries (Spanish, Portuguese, English or French) and one office clerk, at Government expenses. These employees will be allocated at the Directorate as requested by the IAI Director.

INSTALAÇÕES DO IAI



SEDE DA DIRETORIA DO IAI

- (1) SALA DO DIRETOR DO IAI
- (2) SECRETARIA DO DIRETOR
- (3) SALAS PARA DIRETORES ASSOCIADOS
- (4) SECRETARIA DOS DIRETORES ASSOCIADOS
- (5) SALAS ADICIONAIS
- (6) COPA
- (7) SANITÁRIO PRIVADO
- (8) AUDITÓRIO
- (9) ÁREA DE CIRCULAÇÃO
- (10) ANFITEATRO
- (11) SANITÁRIOS
- (12) REUNIÃO

PLANTA BAIXA DAS INSTALAÇÕES DISPONÍVEIS
À SEDE DA DIRETORIA DO IAI