

**HOST COUNTRY AGREEMENT
BETWEEN THE GOVERNMENT OF
MONGOLIA
AND
THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS
FOR THE ESTABLISHMENT OF AN FAO REPRESENTATION**

Article I

Definitions

For the purpose of the present Agreement, the following definitions shall apply:

- a) "FAO" or "the Organization" means the Food and Agriculture Organization of the United Nations;
- b) "the Country" means Mongolia
- c) "the Government" means the Government of Mongolia;
- d) "Representation" means the FAO country representation in Mongolia;
- e) "Representative" means the Head of the Representation in Mongolia or, in the absence of the Representative, an acting Representative officially authorized by the Director-General in accordance with internally established procedures;
- f) "Director-General" means the Director-General of FAO or any official acting on their behalf during their absence from duty;
- g) "FAO Members" means the Member Nations, Member Organizations or Associate Members of FAO;
- h) "Convention" means the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly of the United Nations on 21 November 1947;
- i) "Officials" means all members of the staff of FAO, irrespective of their nationality or resident status, whether internationally or locally recruited, appointed by the Director-General under the FAO Staff Regulations and Staff Rules and consultants, with the exception of those who are recruited locally and who are paid on the basis of hourly rates as provided in Conference Resolution No. 71/59 adopted by the FAO Conference at its Tenth Session in November 1959;
- j) "Experts on Mission" means individuals, other than FAO Officials, serving on committees of, or performing missions for, FAO;
- k) "Personnel" means FAO Officials, Experts on Mission, and other personnel of FAO including individuals assigned to FAO on official business;
- l) "property" as used in Article VII, means all property, including funds, income and other assets, belonging to FAO or held or administered by FAO in furtherance of its constitutional mandate;
- m) "premises" means buildings, or part of buildings, occupied permanently or temporarily by FAO, and includes any land, buildings, installations and facilities that may from time to time be made available to, maintained, occupied or used by FAO in the Country in connection with its functions and purposes;
- n) "archives" means all records in whatever form, including, without limitation by reason of this enumeration, correspondence, documents, publications, manuscripts, photographs, films, recordings, computer data files, and software belonging to or held by FAO;
- o) "Activities" means the activities, operations and all related actions to discharge the Organization's constitutional mandate in the Country;
- p) "Parties" means FAO and the Government of Mongolia.

Article II
Juridical personality

FAO shall possess juridical personality and capacity:

- a) to contract;
- b) to acquire and dispose of immovable and movable property in accordance with the laws of Mongolia; and
- c) to institute legal proceedings.

Article III
Application of the Convention

1. The Government grants the privileges and immunities set forth in the Convention to FAO, its property, funds and assets, and to its Officials and Experts on Mission in the Country.
2. In addition, the Government further grants to FAO and its Personnel the privileges, immunities, rights and facilities provided in this Agreement.

Article IV
FAO presence in the Country

1. Within the limits of its approved budget, FAO shall appoint a Representative in the Country and assign to the Representation such other personnel as may be necessary to assist in the performance of the Representation's functions. FAO shall provide to the Government, as deemed necessary, relevant information on all Officials which it assigns to the Representation, including the names of Officials and of their families, and of any changes in the status of such persons.

2. The Representation shall have such other personnel as FAO may deem appropriate to its proper functioning.

3. FAO shall notify the Ministry of Mongolia of the names of other personnel of FAO, and of any change in the status of such individuals.

4. FAO Officials and other personnel shall be provided with a temporary certificate or a special identity card, as appropriate, by the Government, certifying their status under this Agreement.

Article V
Functional independence and FAO Personnel

1. FAO enjoys functional independence in carrying out its Activities in the Country, and in assigning to the Representation FAO Officials or other personnel as it deems necessary for the proper discharge of its functions. The Government will grant to Personnel of the nationality of the Country, other than Officials whose exemptions are

addressed under Article IX herein, temporary deferments from national service as may be necessary to avoid interruption in the continuation of essential work.

2. Recruitment and determination of the employment and work conditions of Personnel at the Representation shall be done by the Organization, in accordance with its internal legal framework and status.

Article VI **Government Contribution**

The Government shall grant free of charge to FAO, and FAO shall accept, as from the entry into force and during the life of this Agreement, the use and occupancy of premises and the use of installations, office furniture and other facilities suitable for the operations of the Representation, as indicated in the **Annex**, which constitutes an integral part of this Agreement.

Article VII **Property, Funds and Assets of FAO**

1. FAO, its property, funds and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except insofar as in any particular case the Director-General has expressly waived its immunity. It is, however, understood that no waiver of immunity shall extend to any measure of execution.

2. The premises, funds and assets, including the archives of FAO shall be inviolable. The property, funds and assets of FAO, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action. The premises of the Organization shall be extraterritorial and under the full control of the Representative, acting in their capacity as representative of the Director-General.

3. Without being subject to any financial controls, regulations or moratoria of any kind, FAO:

a) may acquire, hold and use funds, securities, currency and negotiable currency of any kind and maintain and operate accounts in any currency; and

b) shall be free to transfer its funds, securities, currency and negotiable currency of any kind from one country to another or within the Country and to convert any currency held by it into any other currency.

4. FAO shall be accorded the most favourable, legally available rate of exchange for its financial activities.

Article VIII **Communications**

1. FAO shall enjoy for its official communications treatment not less favourable than that accorded by the Government to any other United Nations organizations and government institutions, including the diplomatic mission of any such other Government, in the matter of priorities, tariffs and charges on mail, internet services, telephone and all

other communications including electronic forms of communications, as well as rates for information to the press and radio.

2. The Government shall secure the inviolability of the official communications and correspondence to and from FAO and shall not apply any censorship to such communications and correspondence. Such inviolability, without limitation by reason of this enumeration, shall extend to publications, still and moving pictures, videos and films and sound recordings, regardless of their size and number and of their format, electronic or otherwise.

3. FAO shall have the right to operate communication and telecommunications equipment, including electronic, high frequency radio and satellite facilities, free of licence fees, and to use codes and to dispatch and receive correspondence by couriers and bags, which shall have the same immunities and privileges as the couriers and bags of diplomatic missions.

4. Nothing in this section shall be construed to preclude the adoption of appropriate security precautions to be determined by supplemental agreement between FAO and the Government.

Article IX **Officials**

1. Officials of FAO shall enjoy the following privileges and immunities, exemptions and facilities:

- 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 to be accorded after employment with FAO;
- b) exemption from personal arrest and detention in respect of words spoken or written and all acts performed by them in their official capacity;
- c) immunity from inspection and seizure of their official baggage and any items related to their official functions, including items contained in their personal baggage or on their person;
- d) exemption from any military service obligations or any other obligatory service;
- e) immunity, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration procedures;
- f) access, while stationed in the Country, for their spouses whose status has been recognized by FAO and dependent relatives forming part of their household, to the labour market without requiring a work permit;
- g) according of the same privileges in respect of exchange facilities as are accorded to officials of comparable rank of diplomatic missions to the Government concerned;
- h) the same protection and repatriation facilities with respect to themselves, their spouses whose status has been recognized by FAO and dependent relatives, as are accorded in time of international crisis to officials of comparable rank of diplomatic missions;
- i) freedom to hold or maintain within the Country, foreign exchange, foreign currency accounts, movable and immovable property and the right upon termination of

employment with FAO to take out of the Country their funds for the lawful possession of which they can show good cause.

2. In addition to the immunities and privileges specified in paragraph 1 above in respect of the Representative and other senior staff of grade P5 and above, their spouses and dependent relatives, shall be accorded the privileges and immunities, exemptions and facilities accorded to diplomatic missions, in accordance with international law. For this purpose, the Ministry of Foreign Affairs of Mongolia shall include the name of these individuals in the diplomatic list it issues.

3. FAO Officials who are nationals of or permanent residents in the Country shall only enjoy privileges and immunities, exemptions and facilities listed in subparagraphs (a), (b), (c), (d) and (e) of paragraph 1 of this Article. Subparagraph (c) shall only apply to their official baggage.

Article X **Experts on Mission**

Experts on Mission shall be accorded such privileges and immunities as are necessary for the independent exercise of their functions during the period of their missions, including the time spent on journeys in connection with their missions. In particular, they shall be accorded:

- a) immunity from personal arrest or detention and from seizure of their personal baggage;
- b) in respect of words spoken or written and acts done by them in the course of the performance of their official functions, immunity from legal process of every kind. This immunity from legal process shall continue to be accorded notwithstanding that the persons concerned are no longer serving on committees of, or employed on missions for, FAO;
- c) inviolability of all records, papers and documents, including electronic communications and digital content, related to their work for FAO;
- d) for the purpose of their communications with FAO, the right to use codes and to receive papers or correspondence by courier or in sealed bags or through electronic means;
- e) the same facilities in respect of currency or exchange restrictions as are accorded to officials of foreign governments on temporary official missions; and
- f) the same immunities and facilities in respect of their personal baggage as are accorded to diplomatic envoys.

Article XI **Laissez-passer**

1. The Government shall recognize and accept the United Nations laissez-passer issued to Officials of FAO as a valid travel document equivalent to a passport.

Applications for visas, if necessary, from the holders of United Nations laissez-passer, shall be dealt with as speedily as possible and free of charge.

2. Similar facilities to those specified in paragraph 1 above shall be accorded to Experts on Mission and other persons who, though not being holders of United Nations laissez-passer, have a certificate that they are travelling on the business of FAO.

Article XII

Transit and sojourn and convening of meetings

1. All persons referred to in this Agreement including all participants in meetings, seminars, training courses, symposiums, workshops and similar activities organized by FAO shall have the right of unimpeded entry into, exit from, sojourn and free movement within the Country. Visas, or entry permits, where required, and exit permits, where required, which may be required for persons referred to in this Article shall be granted free of charge and as promptly as possible.

2. The Government recognizes the right of FAO to convene meetings in the Country. At meetings convened by FAO, the Government shall take all proper steps to ensure that no impediment is placed in the way of full freedom of discussion and decision. The Government shall grant to all delegates, representatives, experts, observers and FAO Officials attending the meetings all necessary immunities for the independent exercise of their functions in connection with such meetings. Meetings of Governing Bodies or Statutory Bodies of FAO held in the Country will form the object of separate agreements.

Article XIII

Social Security

1. FAO and the Government agree that the Organization and its Officials, irrespective of nationality, shall be exempt from the laws of the Country on mandatory coverage and compulsory contributions to the social security schemes of Mongolia.

2. The provisions of this Article shall apply *mutatis mutandis* to the members of families forming part of the household of persons referred to in paragraph 2, unless they are employed or self-employed in Mongolia or receive social security benefits from Mongolia.

Article XIV

Waiver of privileges and immunities

1. The privileges, immunities, exemptions and facilities accorded in this Agreement are granted in the interests of FAO only, and not for the personal benefit of the individuals concerned. The Director-General shall have the right and duty to waive the immunity of any person enjoying privileges and immunities under this Agreement in any case where, in their opinion, such immunity would impede the course of justice and may be waived without prejudice to the interests of FAO. It is however understood that no waiver of immunity shall extend to any measure of execution.

2. 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 Country, and not to interfere in the internal affairs of the Country.

3. FAO shall cooperate at all times with the Government to facilitate the proper administration of justice, secure the observance of police regulations and prevent the

occurrence of any abuse in connection with the privileges, immunities and facilities accorded under the Agreement.

Article XV
Hold harmless

The Government shall be responsible for dealing with any claim which may be brought by third parties against FAO, its Personnel or other persons performing services on behalf of FAO, and shall hold them harmless in respect of claims or liabilities arising from any operation or activity undertaken by FAO in the Country. The foregoing provision shall not apply where FAO and the Government agree that a claim or liability arises from the gross negligence or willful misconduct of the above-mentioned individuals.

Article XVI
Supplementary Agreements

The Government and FAO may enter into one or more supplementary agreements for the implementation of this Agreement as may be found desirable. The supplementary agreements may be amended as necessary and agreed by the Government and FAO.

Article XVII
Dispute Settlement

1. Any matter not provided for in this Agreement shall be decided in accordance with the Convention, or in accordance with general principles of international law.

2. Any difference concerning the interpretation or application of this Agreement which is not settled by negotiation, may, at the request of one of the Parties, be submitted to an arbitral tribunal composed of three members, including one member serving as chair. The Government and FAO will each designate one member of the arbitral tribunal; the members so designated will nominate a chair. In case of disagreement between the members concerning the selection of a chair, the latter will be designated by the President of the International Court of Justice, upon request of the members of the tribunal. The arbitral tribunal, whose decision will be final and binding on both Parties, will establish its own procedure.

Article XVIII
Final Provisions

1. This Agreement shall enter into force on the date of its ratification by the State Great Khural of Mongolia and shall remain in effect until its termination in accordance with Article 3 below. Upon its entry into force, all previous agreements related to representation shall be rendered null and void.

2. This Agreement may be amended by written agreement between FAO and the Government and any amendment will be subject to signature by the Government. Any relevant matter for which no provision is made in this Agreement shall be settled by FAO and the Government. 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.

4. The obligations assumed by the Parties under the present Agreement shall survive its expiration or termination to the extent necessary to permit orderly withdrawal of Personnel, funds, property and assets of FAO under this Agreement.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Government of Mongolia and of FAO, respectively, have on their behalf signed the present Agreement in English in two copies at _____ this _____ day of _____ [YEAR].

For the Government of Mongolia:

For the Food and Agriculture Organization
of the United Nations:

CONTRIBUTION OF THE GOVERNMENT OF MONGOLIA TO THE FAO REPRESENTATION

1. General Provisions

1.1. The provisions in this Annex are subject to change based on the specific needs of the Representation in Mongolia, the number of staff, and local conditions. These requirements will be periodically reviewed and adjusted as necessary.

1.2. All premises and facilities provided shall comply with the FAO Facility Management Guidelines and ensure accessibility for persons with disabilities, avoiding architectural barriers.

1.3. In the event that FAO joins UN common premises in the country, as recommended by the Government:

1.3.1. The provisions in this Annex may not apply, and the arrangement will be regulated by separate agreements between the UN and the host country; and

1.3.2. The Government, however, shall continue to cover FAO's share of costs related to the premises to ensure that country office budget is not negatively impacted by the move to common premises. This includes transfer costs, capital costs, and running costs associated with FAO's occupation of the common premises.

2. Premises and related office facilities

2.1. The Government of Mongolia shall provide, free of charge, appropriately furnished premises adapted to the needs of the Representation. These premises, renovated if necessary, and equipped either through direct provision or purchased by FAO and funded by the Government, shall include:

2.1.1. Premises:

2.1.1.1. offices for the Office team, including office space for temporary staff and consultants (minimum twelve rooms);

2.1.1.2. a secure room for the IT equipment;

2.1.1.3. a meeting room for thirty participants;

2.1.1.4. a storage room of 30 m²;

2.1.1.5. a reception area;

2.1.1.6. a security team space;

2.1.1.7. adequate toilet facilities aligned with the number of staff (minimum seventy);

2.1.1.8. a garage for two cars;

2.1.1.9. parking space for ten cars; and

2.1.1.10. a cafeteria or breakroom space.

2.1.2. B. Equipment and furniture:

2.1.2.1. Office furniture (desks, chairs, cupboards, shelves) for minimum seventy staff and for the meeting room, and cafeteria, in accordance with the specifications provided by FAO;

2.1.2.2. Information technology infrastructure and equipment, in accordance with the specifications provided by FAO, including up to ten computers and monitors, three printers, and video conferencing and other necessary working equipment]

2.1.2.3. Internet connections and wifi service in accordance with the specifications provided by FAO;

- 2.1.2.4. One heavy-duty photocopying machine in accordance with the specifications provided by FAO;
 - 2.1.2.5. due to the advantages of purchasing centrally, the above office technology equipment could be provided by FAO, through funding from the Government;
 - 2.1.2.6. two vehicles according to FAO specifications; and
 - 2.1.2.7. air-conditioning and heating, in accordance with the specifications provided by FAO.
- 2.2. The Government will undertake to carry out or fund any repairs that might become necessary, as mutually agreed by both parties.
- 2.3. The agreed premises will be put at the disposal of FAO not later than 3 months following the entry into force of this Agreement.
- 2.4. Provide security coverage and make such arrangements as may be necessary in that connection, so that the Office is fully compliant with the United Nations Security Risk Management (SRM) country document, which shall be communicated to the Government whenever changes to the Office are introduced. The Government shall implement any recommendations provided by the United Nations Department of Safety and Security (UNDSS) to ensure compliance with these standards.

3. Annual operating expenses

3.1. To ensure the smooth functioning of the Office, the Government agrees to provide an annual counterpart cash contribution of USD 100,000 or equivalent in local currency calculated at the current UN rate of exchange, to contribute to the operating cost of the Representation and provisions for the amortization and replacement of office equipment and vehicles over a five year period. This contribution will be revised periodically, in mutual agreement, to reflect changes in operational requirements and/or the cost of living.

4. Personnel

4.1. The Government shall provide the following six technical, administrative and operational personnel or the necessary funding for it, and be responsible for all the salary, social, medical and other costs:

A secretary;
an administrative assistant;
a programme assistant;
a driver;
two senior technical officers.

4.2. The staff shall be seconded to the Office from the Country's civil service for a period of two years and their secondment renewable for another two-year period.

4.3. Whilst technical, administrative, and operational personnel will have their salaries and all other related allowances paid by the Government, they shall be entitled to such special compensation as established by FAO in accordance with FAO terms and conditions of service applicable to such staff.

4.4. FAO shall provide the Government with job descriptions for the above positions. The Government shall propose, on that basis, three candidates, of which one shall be selected by FAO provided that he/she meets the essential qualifications, as assessed by FAO. In the case of secretaries, FAO shall arrange for such tests as may be required.

4.5. To strengthen the capacity of the technical staff of relevant institutions in the Country, FAO is prepared to receive from the Government national junior technical officers, to team up and to work in close consultation with each FAO international expert.

The Government will continue to be responsible for their salaries, social, medical and other related costs. The Government may provide further support as capacities allow, to enhance the collaboration and effectiveness of the technical teams.

4.6. National staff provided by the Government under this Annex shall enjoy immunity from legal process in respect of words spoken or written, or actions in the performance of official functions under this Agreement. Such immunity shall continue after the termination of employment of such persons by the FAO. Furthermore, they shall be accorded inviolability of their papers and documents related to the work on which they are engaged for the Organization.

5. Strategic Contributions and Support

5.1. Beyond covering operating expenses, the Government is encouraged to provide additional contributions to support the broader objectives of the Office, aligned with the Country Programming Framework (CPF) as the primary instrument for implementing FAO and national government plans to achieve the goals of the Agenda 2030. This may include, but is not limited to, funding for:

- 5.1.1. Capacity building and training programs for national staff and stakeholders;
- 5.1.2. Development and implementation of special projects and initiatives aligned with FAO's strategic goals and national development priorities outlined in the CPF;
- 5.1.3. Enhancing infrastructure and technological resources to improve operational efficiency;
- 5.1.4. Supporting outreach and community engagement activities to promote FAO's mission and objectives within the country.

5.2. The Government's additional contributions will be reviewed and agreed upon periodically, in mutual agreement, to ensure alignment with the evolving needs and priorities of the Office, National development goals, and the UNSDCF as outlined through the CPF.

6. Review and Adjustment

6.1. The provisions in this Annex shall be subject to periodic review and adjustment by mutual agreement between FAO and the Government to ensure they continue to meet the evolving needs of the FAO Representation in Mongolia.