



First Assembly of the International Solar Alliance
3 October, 2018
New Delhi, Republic of India

ISA/A.01/WD.05
02/09/2018

Headquarters Agreement

Summary

The document presents the The Headquarters Agreement between the Government of the Republic of India and the ISA was signed on 26th March, 2018 at New Delhi, India.

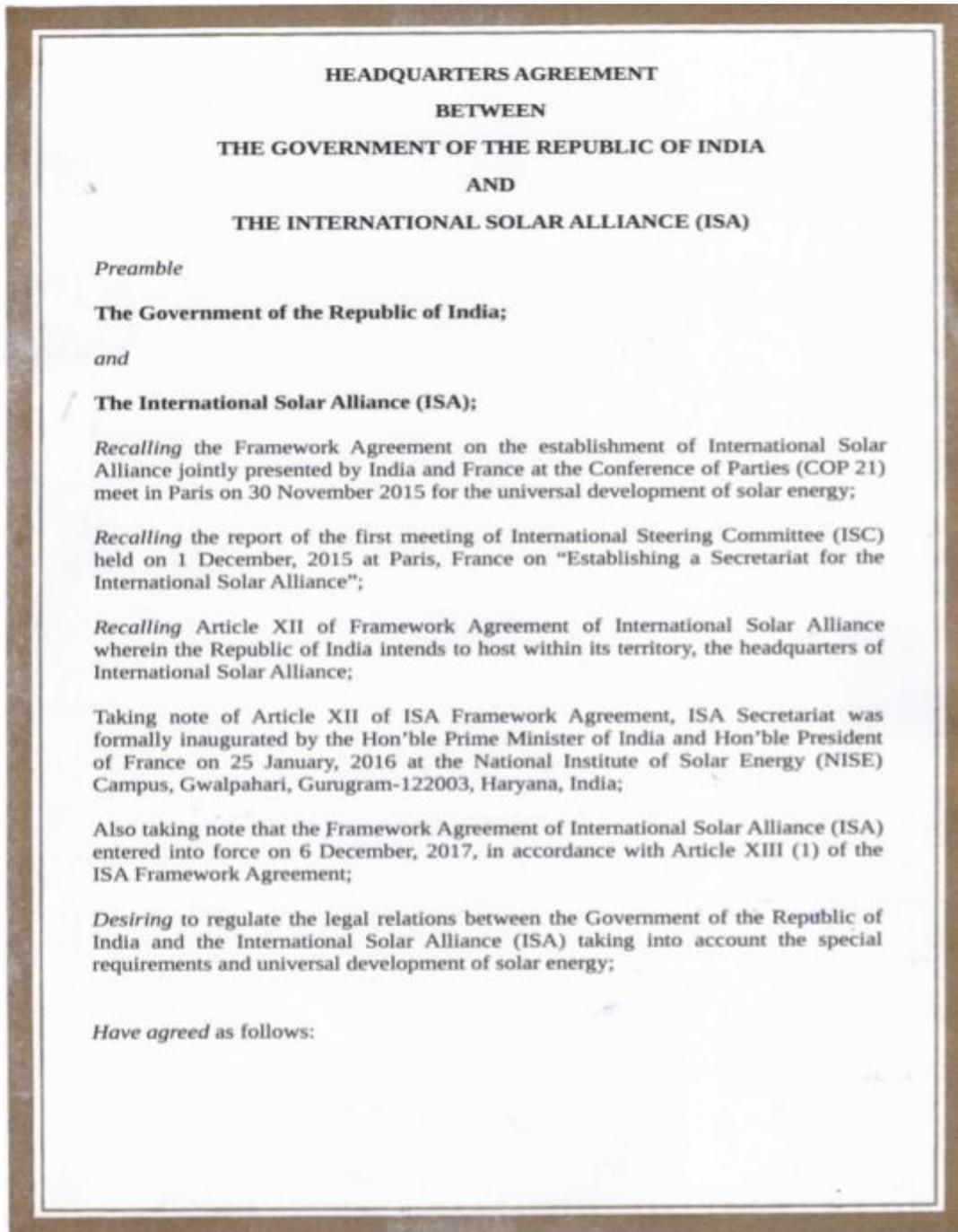
1. Introduction

The Headquarters Agreement between the Government of the Republic of India and the ISA was signed on 26th March, 2018 at New Delhi, India. The Headquarters Agreement (Annex 1) entrusts the ISA with a juridical personality and the Secretariat with such legal capacity as may be necessary for the exercise of its official functions and the fulfilment of its purposes, including the capacity to contract, to acquire and dispose movable and immovable properties, and to institute legal proceedings as stated under Article X (1) of the Framework Agreement. Thus ISA became a *de jure* body under international law.

After approval by the Assembly, the Headquarters Agreement, will be sent back to Government of India for ratification. Under the Headquarters Agreement, the ISA will enjoy all such privileges, applicable tax concessions and immunities as are necessary at its Headquarters for an independent discharge of its functions and Programmes, approved by the Assembly.

Further, the Host Country has notified that the provisions of the UN (Privileges and Immunities) Act, 1947, applies *mutatis mutandis* to the ISA as of 5th June, 2018. The Headquarters Agreement, including the notification on Privileges and Immunities, are presented in this document for consideration of the Assembly.

Headquarter Agreement between Government of Republic of India and International Solar Alliance.



ARTICLE I

DEFINITIONS

Section 1

For the purposes of this Agreement unless the context otherwise requires:

- a. **"Host Country"** means the Republic of India;
- b. **"Government"** means the Government of the Republic of India;
- c. **"ISA"** means the International Solar Alliance established under the "Framework Agreement on Establishment of the International Solar Alliance (ISA)", opened for signature in Marrakech, Morocco on November 15, 2016;
- d. **"Parties"** means the Republic of India (referred herein this Agreement as the Host Country) and the ISA;
- e. **"Agreement"** means this Agreement executed between the Republic of India and the ISA;
- f. **"Framework Agreement"** means the Framework Agreement on the Establishment of the ISA;
- g. The **"Assembly"** means the supreme organ of ISA as specified in Article IV (4) of the ISA Framework Agreement;
- h. The expression **"Appropriate Indian Authorities"** means such national or other authorities in India as may be appropriate in the context and in accordance with the laws applicable in India;
- i. **"Headquarters"** means the area and any building, including any ISA office, laboratory, equipment store, conference facilities, parts of buildings, land or facilities ancillary thereto, irrespective of ownership, as allocated by the Host Country for exclusive use of the ISA or as agreed to in supplementary agreements, as the case may be between the ISA and the Host Country used now or in the future by ISA on a temporary basis or permanent basis, to carry out its official functions;
- j. **"Local Units"** means such other local offices or facilities of ISA other than the Headquarters;
- k. **"Director General"** means the Director General appointed by the International Steering Committee (ISC)/Assembly of the ISA in accordance with Article V (2) of the Framework Agreement of ISA;
- l. **"Delegate"** means representatives of Member Countries/ Signatories/ Partner countries of the ISA and shall in each case means heads of Delegations,

National Focal Points, Country representatives, Alternates Advisors and Experts or as deemed necessary by the ISA Secretariat;

m. "ISA Secretariat" means the ISA Secretariat comprising of Director General and all personnel appointed or recruited for functioning of the ISA;

n. "Dependents holding appropriate visa" means a spouse and dependent children under the age of twenty-one forming part of the household holding appropriate visa;

o. "Signatory" means a prospective Member country having signed the Framework Agreement but yet to deposit their instrument of ratification;

p. "Member" means signatories who have ratified the ISA Framework Agreement;

q. "Partner Country" means the states which are not mentioned in the prospective member country list of the ISA or the states which fall outside the Tropic of Cancer and Tropic of Capricorn, and are members of the United Nations and are willing and able to contribute to the objectives of the ISA in accordance with Article VII (2) of the ISA Framework Agreement;

r. "Observers" means Signatories pending the ratification of the Framework Agreement or the designated representatives of any organization(s) of the Member countries and Partner Countries having been granted the right of an observer by the ISA in accordance with Article IX of the ISA Framework Agreement;

s. "Offices" premises used by ISA other than the Headquarters in the Host Country for the conduct of its official activities. This shall include a home office in the residential premises to be used by the Director General of the ISA;

t. "Seconded" means a person employed on fixed term appointment by the ISA Secretariat under the authority of the Director General and who is subject to Secondment by the Member country/Signatory/Partner Country or any other organization having been granted the right of Secondment by ISA to provide their expertise to the ISA. The Seconded shall be subject to such by-laws as may be framed by ISA in this regard;

u. "Vehicles" means all vehicles including cars, trucks, railway wagons, aircraft and vessels which are made available to the ISA by Members or Signatories or Partner or Executive of Partner Organisation of the Framework Agreement or are owned, chartered, or leased by ISA for use in connection with its activities;

v. "United Nations (Privileges & Immunities) Act, 1947" means the United Nations (Privileges & Immunities) Act, 1947 enacted by the Government of Republic of India.

ARTICLE II
INTERPRETATION AND OBJECTIVE

Section 2

Except otherwise provided,

- a. This Agreement shall be interpreted in the light of its primary objective of enabling the ISA to establish its Headquarters and such other local units in the Host Country as may be necessary to fully and efficiently discharge its official functions and programmes.
- b. This Agreement shall be interpreted in accordance with Article X of the ISA Framework Agreement.
- c. The Parties acknowledge that they will exercise their rights and obligations under this Agreement consistent with the primary objective of this Agreement.
- d. This Agreement shall be interpreted in the manner that subserves and promotes the said purpose and the intention of the Parties.

ARTICLE III

LEGAL STATUS, CAPACITY, AND FREEDOM OF ASSEMBLY

Section 3

The Government recognises the international legal personality of the ISA and the ISA Secretariat shall have such legal capacity as may be necessary for the exercise of its official functions and the fulfillment of its purposes, including the capacity to contract, to acquire and dispose of immovable and movable property, and to institute and defend legal proceedings.

Section 4

The ISA Secretariat shall enjoy in the Host Country independence and freedom of action in the furtherance of its official functions. The ISA Secretariat shall have the right to display its logo, flag, and other identifiers, on its programmes, premises and vehicles.

Section 5

The Government shall take all proper steps to ensure that no impediment shall interfere with the enjoyment by the ISA Secretariat of the full freedom of assembly, or in the conduct of any meeting it convenes.

The Government recognises the right of the ISA Secretariat to convene meetings at its discretion within the Headquarters, and with the concurrence of the appropriate Indian authorities, elsewhere in the Republic of India.

Section 6

The ISA Secretariat, its property and assets shall enjoy immunity from any form of legal process, except to the extent the ISA Secretariat expressly waives this immunity in writing in a particular case and except in the cases of civil action by a third party for damages arising out of an accident caused by a vehicle belonging to it or operated on its behalf. It is being understood, however, that waiver by the ISA Secretariat shall not entail waiver of its immunity from measures of execution¹.

The property of the ISA Secretariat, wherever located and by whomsoever held, shall be immune from any form of interference such as search, requisition, confiscation, foreclosure, seizure, all forms of attachment, injunction, expropriation or other legal process except in so far as in any particular case the ISA Secretariat shall have expressly waived its immunity in writing².

ARTICLE IV

HEADQUARTERS

Section 7

The Government of India has agreed to provide a support of Rs 175 crore to ISA for creating corpus, building infrastructure and recurring expenditure over 5 year duration from 2016-17 to 2020-21. ISA will have right to the exclusive use and occupancy of premises and use of facilities and installations necessary for the Headquarters. In the implementation of this section:

- a. the Government of the Host Country shall provide 5 acres of land for establishing ISA Secretariat in campus of National Institute of Solar Energy (NISE) on lease basis @ Rs 1/ year/acre for construction of Headquarters and residences;
- b. Headquarters shall be under the authority and control of the ISA Secretariat;
- c. the laws of the Host Country shall apply within the Headquarters, except as otherwise provided in this Agreement, and subject to any regulation enacted according to paragraph (j) of this Section;
- d. except as otherwise provided in this Agreement, the courts or other appropriate organs of the Host Country shall have jurisdiction over acts done and transactions taking place in the Headquarters;
- e. the Government shall take whatever action may be necessary to ensure that the ISA Secretariat shall not be dispossessed of all or any part of the Headquarters;

¹Article II Section 2 of the UNITED NATIONS (PRIVILEGES AND IMMUNITIES) Act, 1947

²Id.

- f.** the Government recognises the inviolability of the Headquarters;
- g.** the Appropriate Indian Authorities shall exercise due diligence to ensure that the security and tranquility of the Headquarters is not disturbed by any person or group of persons attempting unauthorized entry into, or creating a disturbance in the vicinity of, the Headquarters. The Appropriate Government Authorities shall provide in the vicinity of the Headquarters such protection as is required for these purposes, and considered necessary for the preservation of order in the Headquarters' vicinity;
- h.** the Appropriate Indian Authorities shall exercise, to the extent requested by the Director General or his or her designated representative, their respective powers to ensure that the Headquarters shall be supplied with the necessary public utilities services. When public utilities services are supplied by Government authorities or bodies under their control, the ISA Secretariat shall be supplied at tariffs not exceeding the rates accorded to Government offices;
- i.** in case of any interruption, or threatened interruption of any of the above services, the Appropriate Government Authorities shall consider the needs of the ISA Secretariat as being of equal importance as those of essential agencies of the Government and shall take steps accordingly to ensure that the work of the ISA Secretariat is not prejudiced;
- j.** the ISA Secretariat shall have the power to enact regulations, operative within the Headquarters, for the purpose of establishing therein any conditions necessary for the full execution of its functions. Related laws and regulation of Republic of India which are inconsistent with the internal regulations of the ISA Secretariat authorized by this Article shall not, to the extent of such inconsistency, be applicable within the Headquarters. Any dispute between the ISA Secretariat and the Republic of India as to whether a regulation of the ISA Secretariat is authorized by this Article or as to whether a law of the Republic of India is inconsistent with any regulation of the ISA Secretariat authorized by this Article, shall be promptly settled by the procedure set out in Article XI of this Agreement. Pending such settlement, the regulation of the ISA Secretariat shall apply and the law of the Republic of India shall be inapplicable in the Headquarters to the extent that the ISA Secretariat claims it to be inconsistent with the regulation of the ISA Secretariat;
- k.** the ISA Secretariat shall regularly inform the Government of regulations made by ISA which fall within paragraph (j) of this Article;
- l.** the service of legal process may take place within the Headquarters only with the consent of, and under conditions approved by or on behalf of the Director General;
- m.** the premises of the Headquarters shall not become a refuge from justice and the Director General shall not allow the Secretariat to be used to harbour persons who are avoiding arrest under any law of the Host Country, who are wanted by the Government for extradition to another country, or who are endeavouring to evade service of legal process;

- n. this section shall not prevent the reasonable application of fire protection or health regulations or matters of public safety by appropriate Indian authorities. The appropriate Indian authorities, officers or officials shall be entitled to enter the Headquarters in the exercise of their official duties only with the consent or at the request of the Director General or his or her designated representative. However, the consent of the Director General may be assumed in the case of an uncontrolled fire or other similar disaster that immediately threatens the public safety and requires prompt protective action, for the limited purpose of taking such protective action as may be necessary to remove the immediate threat to public safety.

ARTICLE V

OTHER PREMISES FOR TEMPORARY USE

Section 8

Pursuant to Article V (3) read with Article VI (3) of the Framework Agreement, the ISA Secretariat, under the law of the land can engage/hire venue/auditorium for the purposes of official gatherings/seminar /conference or as may be required. In case such venue is owned by the Government of India, the same could be hired with the approval and permission of the appropriate authorities in the Government of India on the extant rates as applicable for international organizations, subject to the same being available for the purpose.

ARTICLE VI

THE ISA SECRETARIAT PROPERTY, FUNDS AND ASSETS

Section 9

The property of the ISA Secretariat, wherever located and by whomsoever held, shall enjoy the privileges and immunities specified in the present Agreement. For purposes of the implementation of this Section:

- a. the assets, income and other property of the ISA Secretariat and of its members which are necessary for the exercise of official activities and programmes of the ISA Secretariat shall be exempted from any form of direct taxation, from customs duties, and from prohibitions and restrictions on imports and exports, **except those prohibited under GOI rules and requiring prior approval of Ministry of External Affairs, Government of Republic of India** on the understanding that articles imported under such exemptions will not be sold within the Host Country other than in accordance with conditions mutually agreed upon by the ISA Secretariat and the Government of the Host Country. This includes, but is not limited to, food commodities, freight and any equipment necessary for its transport, articles, supplies, equipment, provisions and other materials;

- b. The ISA Secretariat may in order to carry out its activities and programmes:
- (1) freely mobilise funds, currencies and securities, and dispose them off through accounts, and convert any currency held by it into any other currency;
 - (2) freely transfer its funds and currencies to and from the Host Country, in accordance with the relevant Host Country regulations and to or from any Member country or Signatory or Partner Countries;
- c. The ISA Secretariat shall be assisted by the Government of the Host Country in obtaining the most favourable terms with regard to exchange rates and the ISA Secretariat shall, in exercising its rights hereunder this paragraph, pay due regard to any representation made by the Government in so far as it considers that effect can be given to such representations while at the same time safeguarding the interest of the ISA Secretariat;
- d. The ISA Secretariat without being restricted by financial controls, regulations or moratoria of any kind, shall be entitled to independent management of ISA Corpus Fund and other financial grants/ contributions from Members, Partner Countries, UN & its agencies, other countries, PSUs, Private sector, revenue generated through specific activities in accordance with Article VI read with Article XIII of the Framework Agreement of the ISA, Additionally, the Government shall have no charge/ lien/ encumbrance on the ISA's Corpus Fund and other financial grants;
- e. The ISA Secretariat without being restricted by financial controls, regulations or moratoria of any kind shall be entitled to independently manage and operate its bank accounts in any currency;
- f. The ISA Secretariat shall be entitled to bear UN Registration numbers or registration numbers under any other scheme, on its vehicles in conformity with other International bodies of global character, repute and diplomatic immunity. The Government of the Host Country at the behest of ISA Secretariat shall undertake to facilitate such privilege by providing due recognition to its International stature.

Explanatory note: The suggestion of Ministry of External Affairs, Government of Republic of India is accepted with the provision that whenever the Ministry of External Affairs decides to allot vehicle registration nos., the same shall be identical to those registration nos. allotted to other International organisation based in the territory of Republic of India. However, as a transit measure UN Registration numbers may be allotted pending switch over to a new scheme by Ministry of External Affairs, Government of Republic of India;

- g. Security arrangements shall be provided by the Host Country as are accorded to International organisations of similar character and global repute. The Director General in accordance with Article V (3) of the ISA Framework

Agreement shall take appropriate measures for the internal security of the ISA Secretariat and the Staff concerned.

Section 10

The ISA Secretariat shall be exempted from any form of taxation including GST for goods and services. However, GST levied for the purposes of the Centre/state budget and relating to the purposes of movable and immovable property or services by ISA for its official use shall be subject to re-imbusement on terms to be mutually decided between the ISA Secretariat and the Government of the Host Country or the Appropriate Indian Authorities representing the Government of the Host Country. For the purposes of implementation of this Section:

- a. The voluntary contributions to ISA Corpus Fund or the fee levied and services rendered by ISA for monetary consideration shall be exempted from any form of taxation, of the Host Country;
- b. The revenue generated through resource mobilization by the Director General, shall be exempted from any form of taxation of the Host Country;
- c. Provided that in accordance with Article VI Section 1 (a) the Member Countries, Partner Countries, UN & its agencies and other countries shall be entitled to receive full tax exemptions/benefits in lieu of their voluntary contribution towards the Corpus Fund of the ISA;
- d. Provided that, in accordance with Article VI (1) (b) read with subsection 3, the Private Sector/PSUs shall be entitled to receive full tax exemptions/benefits in lieu of their voluntary contributions. This will encourage and provide tangible reasons for Private Sector/PSUs to proactively contribute towards the Corpus Fund of the ISA;
- e. Provided that, in accordance with Article VI 1 (c), revenue generated through specific activities of the ISA Secretariat shall be exempted from any form of taxation of the Host Country;
- f. Provided that the Government of the Host Country, through its Ministries or through Appropriate Indian Authorities shall coordinate and provide unhindered and prompt assistance in matters pertaining to taxation/ benefits/ exemptions and shall coordinate on all matters, as and when requested by the ISA Secretariat. In this regard, the Director General on behalf of the ISA or any person acting on his behalf may write to concerned Ministry or Appropriate Indian Authority seeking assistance, in accordance with **Article V(3) read with Article VI (3)** of the ISA Framework Agreement.

ARTICLE VII

COMMUNICATION FACILITIES FOR THE IMPLEMENTATION OF THE ISA SECRETARIAT ACTIVITIES

Section 11

The ISA Secretariat shall enjoy treatment for its official communications and telecommunications including audio-visual, which are necessary for the exercise of its official activities, not less favourable than that accorded by the Government to any other intergovernmental organisation or diplomatic mission and the use of such telecommunication network(s) or satellite equipments by the ISA Secretariat shall be coordinated with Appropriate Indian Authorities. The Government shall in this regard:

- a. provide the ISA Secretariat with such licenses and frequencies required to maintain 24-hour-a-day, seven-days-a-week wireless communications with its operational units, wherever situated in Member Countries, Partner Countries or Other Countries, upon prior approval of the Appropriate Indian Authorities;
- b. facilitate licenses to the ISA Secretariat for the importation, installation, operation, and eventual exportation of satellite communications equipment required to maintain 24-hour-a-day, seven-days-a-week satellite communications with Member Countries, Partner Countries or other countries in accordance with the laws and regulations of the Host Country;
- c. accord the ISA Secretariat the right to import, and export, all necessary telecommunications equipment, including but not limited to radio phones, mobile phones, satellite stations, and electronic devices and media, free of taxation;
- d. accord the ISA Secretariat the right to install and operate the above mentioned telecommunications equipment from its Headquarters, vehicles and hand baggage(s) carried by Staff of the ISA Secretariat, free of local or national taxes and frequency management fees;
- e. Facilitate full reliable and free high speed Internet access to the ISA Secretariat.

Section 12

The official communications, correspondence and archives of the ISA Secretariat shall be inviolable. Such inviolability, without limitation by reason of this enumeration, shall extend to publications, photographs, slides, films, audio and videos recordings, and electronic mails.

- a. shall have the right to use codes and dispatch and receive its correspondence and other materials by courier or in sealed bags which shall have the same privileges and immunities as diplomatic couriers and bags;
- b. shall ensure that all telecommunications equipment and communications frequencies are only to be used for official ISA Secretariat functions with appropriate licensing and permits from the Appropriate Indian Authorities. The ISA Secretariat shall ensure proper use, physical security and restricted physical access to its telecommunications equipment and frequencies.

ARTICLE VIII

VISAS

Section 13

- a. The appropriate Indian authorities shall facilitate entry into and sojourn within the territory of the Host Country for the performance of activities necessary to conduct the official affairs of the ISA Secretariat and shall place no impediment in the way of the departure from the territory of the Republic of India of the persons listed below, and shall ensure that no impediment is placed in the way of their transit to or from the Headquarters and shall accord them necessary protection in transit:
1. Delegates of the Members or Signatories or Partner Country including invitees;
 2. Staff of the ISA Secretariat and their Dependents holding appropriate visa;
 3. Persons such as Experts & Consultants other than Staff performing official functions for the ISA Secretariat and their Dependents holding appropriate visa;
- b. The Director General or his authorised representative shall communicate the names of such persons referred to in subparagraphs 1, 2 and 3 of this Section to the Government of the Host Country within a reasonable time prior to their arrival and departure, specifying the categories of Staff according to Section 14 and upon reasonable prior notification, the Government shall facilitate entry into Host Country territory, sojourn on this territory and exit there from of all persons mentioned in this section. Furthermore, the Director General or his authorised representatives shall, at the request of the appropriate Indian authorities, enter into discussion with such authorities, with a view to instituting additional procedures for registering the arrival and departure of all such persons who have been granted visas.

ARTICLE IX

STAFF OF THE ISA SECRETARIAT

Section 14

- a. The ISA Secretariat may assign such staff to the Headquarters and to other ISA Secretariat activities necessary to carry out its official functions;
- b. The ISA Secretariat shall regularly inform and update the Government of the Host Country regarding the Staff and all other personnel assigned to the Headquarters, including their names, job titles and professional grades, and nationalities. For each Staff member, the ISA Secretariat shall also indicate whether such Staff is a Seconded, or on contract basis or directly employed;

- c. The ISA Secretariat shall notify the Government when a Staff member or other personnel take up or relinquish their post. The Director General shall ensure that such information is provided to the Government 45 days prior to commencement of Staff member's, or other personnel's duties at the Headquarters, and 45 days prior to their final departure;
- d. The Government shall take special measures as necessary, to ensure free movement of Staff of the ISA Secretariat to the extent necessary for the proper, speedy and efficient execution of the official activities of the ISA Secretariat;
- e. The officials from ISA Secretariat will be entitled to enter the Government of India offices in the exercise of their official duties only with the permission of appropriate competent authority in the Government of India;
- f. The ISA Secretariat and its Staff shall be exempted from all compulsory contributions to the social security schemes in the Host Country. Consequently, they shall not be covered by the social security regulations of the Host Country;
- g. The provisions of subparagraph (f) of this Article shall apply, *mutatis mutandis*, to Immediate Dependents forming part of the households of the persons referred to in paragraph (b) of this Section, unless they are employed in the Host Country by an employer other than the ISA Secretariat, or receive a Host Country social security benefit;
- h. Unless otherwise noted, all provisions of this Agreement pertaining to Staff of the ISA Secretariat shall apply to personnel having the status of *Secondee*, taking into consideration their professional grades.

ARTICLE X

PRIVILEGES AND IMMUNITIES

Section 15

The Delegate of a Member or Signatory or Partner Country, shall irrespective of the status of diplomatic relations between the respective Member or Signatory or Partner Country and the Government of Host Country, while exercising his or her functions and during his or her journey to and from the place of meeting, enjoy the following privileges and immunities:

- a. immunity from personal arrest or detention and immunity from legal process in respect of words spoken or written and all acts done by them in their capacity as Delegates of a Member/ Signatory/ Partner Country, which shall continue to be accorded, even after the persons concerned have ceased to be Delegates of a Member/ Signatory/ Partner Country;
- b. inviolability for all their official papers and documents and other official materials;

- c. the right to receive papers or correspondence by courier or in sealed bags;
- d. exemption in respect of themselves, their accompanying and Immediate Dependents holding appropriate visa from immigration restrictions, alien registration or national service obligations in the Host Country;
- e. the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions in accordance with the relevant Host Country regulations;
- f. the same immunities and facilities in respect of their personal baggage as are accorded to diplomatic agents;
- g. where the incidence of any form of taxation depends upon residence, periods during which the Delegate of a Member/ Signatory/ Partner Country are present in the Host Country for the discharge of their official duties shall not be considered as periods of residence;

It is to be construed that privileges and immunities are accorded to the Delegates of a Member or Signatory or a Partner Country, not for the personal benefit of the individuals themselves, but in order to safeguard the independent exercise of their functions in connection with the ISA Secretariat. Consequently, each Member/ Signatory/ Partner Country not only has the right but is under a duty to waive the immunity of its Delegate where such immunity would impede the course of justice, and it can be waived without prejudice to the purpose for which the immunity is accorded. The ISA Secretariat shall encourage Member/ Signatory/ Partner Country, to waive immunity of its Delegate(s) in any case where such immunity would impede the course of justice.

Section 16

Notwithstanding any other privileges, immunities, exemptions and facilities accorded under this Agreement:

- a. The Director General shall be accorded the privileges and immunities, exemptions and facilities in conformity with Section 19 of the United Nations (Privileges and Immunities) Act, 1947; and his/her rank shall be equivalent to that of the diplomatic envoy, in accordance with international law;

Explanatory note: It shall be noted that the rank of Director General shall be equivalent to that of Ambassadors Extraordinary and Plenipotentiary and High Commissioners of Commonwealth countries accredited to India.

- b. The Director General will specify the categories of officials to which the provisions of privileges and immunities shall apply in accordance with Section 17 of the United Nations (Privileges and Immunities) Act, 1947;
- c. The officials of the ISA in conformity to Section 18 of the United Nations (Privileges and Immunities) Act, 1947 shall:

- i. Be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity;
- ii. Be exempt from taxation on the salaries and emoluments paid of them by the ISA;
- iii. Be immune from national service obligations;
- iv. Be immune, together with their spouses and relative's dependent of them, from immigration restrictions and alien registration;
- v. Be accorded the same privileges in respect of exchange facilities as are accorded to the officials of comparable rank forming part of the diplomatic missions.

Section 17

In concurrence to dispositions made in Section 15 and Section 16, Experts on Mission for ISA Secretariat shall be accorded the following privileges and immunities in so far as is necessary for the exercise of their functions, including the time spent on journeys in connection with such functions:

- a. Immunity from personal arrest or detention and immunity from legal process in respect of words spoken or written and all acts done by them in their capacity as experts, which shall continue to be accorded, even after the persons concerned have ceased to be an expert on mission for ISA;
- b. Inviolability of all papers, documents and official material;
- c. The right to use codes and to receive papers and correspondence by courier or in sealed bags, for the purposes of their communications with ISA;
- d. The same facilities in respect of currency and exchange restrictions as are accorded to ISA staff members;
- e. The same immunities and facilities in respect of their personal baggage(s) as are accorded to ISA staff member.

Section 18

In addition to the dispositions included in Section 16, Staff of the ISA Secretariat who are not nationals of the Host Country shall enjoy within and with respect to the Host Country the following facilities and privileges:

- a. freedom to acquire or maintain within in the Host Country foreign securities, foreign currency accounts and other movables and the right to take the same out of the Host Country through authorized channels in accordance with the relevant Host Country regulations;
- b. the same privileges in respect of currency exchange facilities as are accorded to staff of comparable ranks forming part of diplomatic missions.

Section 19

In addition to the dispositions included in *Section 16*, at the time of first taking up their post, Staff of the ISA Secretariat within the host country shall enjoy within and with respect to the Host Country the right to import for personal use, free of duty and other levies:

- a. their furniture, household and personal effects, in one or more separate shipments, and thereafter to import necessary additional household personal effects in their ownership or possession or already ordered by them and intended for their personal use or for their establishment within four (4) months of their first entry into the Host Country;
- b. one motor vehicle which may be sold in the Host Country, subject to the Host Country regulations concerning payment of customs duties;
- c. reasonable quantities of articles intended for personal consumption in accordance with existing Government regulations;
- d. the above goods shall be imported within four months of a Staff member's first entry into the Host Country.

Section 20

The Government of the Host Country shall extend the provisions of The United Nations (Privileges and Immunities) Act, 1947 (Act No. 46 of 1947) enacted by the Government of Republic of India to the ISA Secretariat.

Section 21**WAIVER OF PRIVILEGES AND IMMUNITIES**

Privileges and immunities are accorded to the Staff of the ISA Secretariat not for the personal benefit of the individuals themselves, but in order to safeguard the independent exercise of their functions in connection with the ISA Secretariat. Consequently, the Director General shall not only have the right but is under a duty to waive the immunity of Staff in any case where, the immunity would impede the course of justice and it can be waived without prejudice to the purpose for which the immunity is accorded.

Such immunities may be waived by the following authorities:

- a. For Delegates of Members/Signatories and their immediate dependents: the Member/Signatory State concerned;
- b. For the Director General and his/her family: the Assembly;
- c. For members of Staff and Immediate Dependents and members of their families: the Director General.

In all cases, such waiver must be expressly waived in writing.

Section 22

The ISA Secretariat shall cooperate at all times with the appropriate authorities of the Host Country to facilitate the proper administration of justice, to secure the observance of police regulations, and to prevent the occurrence of any abuse in connection with the privileges, immunities and facilities referred to in this Article.

If the host country considers that there has been an abuse of a privilege or immunity conferred by this Agreement, consultations shall be held between the Government and the Director General to determine whether any such abuse has occurred and, if the abuse of privilege or immunity is confirmed the Government of the Host Country might consider requesting departure from the Host Country and consider the person *persona non grata*.

ARTICLE XI

SETTLEMENT OF DISPUTES

Section 23

The ISA Secretariat and the Government shall make provisions for appropriate modes of settlement of:

- a. disputes arising out of contracts and other disputes of a private law character to which the ISA Secretariat is a party;
- b. disputes involving a member of staff of the ISA Secretariat who, by reason of his or her official position, enjoys immunity, if such immunity has not been waived.

Section 24

Any dispute between the Parties concerning the interpretation or application of this Agreement or any question affecting the Headquarters or relations between the Parties that is not settled by negotiation or other agreed mode of settlement shall be referred for final and binding decision to a tribunal of three arbitrators at the request of either Party. The arbitration shall be held in a place, mutually agreed upon between the Parties. For the purposes of the implementation of this Section:

- a. each Party shall appoint and brief one arbitrator and advise the other Party of the name of its arbitrator. In the event that within thirty (30) days of the request for arbitration either Party has not appointed an arbitrator, either Party may request the President of the International Court of Justice to appoint an arbitrator. The third arbitrator, who shall be chairman of the tribunal, shall be chosen by the first two arbitrators. Should the first two arbitrators fail to agree upon the third within six (6) months of their appointment, the third arbitrator

shall be chosen by the President of the International Court of Justice at the request of either Party;

- b. a majority vote of the arbitrators shall be sufficient to reach a decision, including decisions on procedural matters, which shall be final and binding; and
- c. the expenses of arbitration shall be borne by the Parties as laid down in the arbitral award.

ARTICLE XII

SUPPLEMENTAL AGREEMENTS

Section 25

The ISA Secretariat and the Government may enter into such supplemental agreements as may be necessary to give full effect to this Agreement.

ARTICLE XIII

GENERAL PROVISIONS

Section 26

- a. Government of the Host Country shall not, on account of the ISA Secretariat activities on its territory, assume any international responsibility for acts or omissions of the ISA Secretariat or for those officials in the exercise of their duties;
- b. Nothing in this Agreement shall be construed as in any way limiting the right of the Host Country to take measures to safeguard its own security in the implementation of this Agreement;
- c. The ISA Secretariat shall co-operate at all times with the competent Indian authorities in order to facilitate the proper administration of justice, to ensure that security and safety regulations are complied with and to prevent any abuse which could arise out of the privileges, immunities and facilities provided for in this Agreement;
- d. This Agreement may only be modified by written agreement between the Parties hereto. The Parties in keeping with the relevant resolutions and decisions of the ISA Secretariat shall settle any relevant matter for which no provision is made in this Agreement. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this Section.

ARTICLE XIV

ENTRY INTO FORCE AND DURATION

Section 27

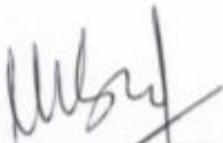
- a. Both Parties shall notify each other in writing of the completion of their respective internal procedures required for the entry into force of this Agreement. The Agreement shall enter into force on the day following the date of the receipt of the second notification;
- b. This Agreement shall apply until the date of the first meeting of the Assembly of ISA and shall continue to remain into force beyond that date provided that no substantial modifications are required to be made in the present Agreement;
- c. In the event of substantial modification required or as may be determined by the ISA Assembly, the same has to be signed by the Director General of the ISA and the Government of the Host Country.

IN WITNESS WHEREOF the undersigned, being duly authorized representatives of the Parties, have signed this Agreement and have affixed their seals hereto.

Executed in New Delhi, Republic of India, on the 26th day of March, 2018 in two originals, in the English, Hindi and French languages each text be equally authentic.

**FOR AND ON BEHALF OF THE
GOVERNMENT OF THE REPUBLIC OF
INDIA:**

**FOR AND ON BEHALF OF THE
INTERNATIONAL SOLAR ALLIANCE:**



GEN. (DR) V.K. Singh (RETD)
Minister of State
Ministry of External Affairs



Upendra Tripathy
Interim Director General

रजिस्ट्री सं० डी० एल०-33004/99

REGD. No. D. L.-33004/99



भारत का राजपत्र
The Gazette of India

असाधारण

EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं. 2078]

नई दिल्ली, बुधवार, जून 6, 2018/ज्येष्ठ 16, 1940

No. 2078]

NEW DELHI, WEDNESDAY, JUNE 6, 2018/JYAISTHA 16, 1940

विदेश मंत्रालय

अधिसूचना

नई दिल्ली, 5 जून, 2018

फा.सं. 2296(अ).—संयुक्त राष्ट्र (विलोपाधिकार एवं उन्मुक्तियाँ) अधिनियम, 1947 (1947 का 46) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार एतद् द्वारा घोषणा करती है कि उक्त अधिनियम की अनुसूची के अनुच्छेद I की धारा 1, अनुच्छेद II की धारा 2, 3, 4, 5, 6, 7 और धारा 8, अनुच्छेद III की धारा 9 और अनुच्छेद V की धारा 18 के खंड (क), (ख), (ग), (घ) और (ङ) और धारा 20 और अनुच्छेद VI की धारा 22 के खंड (क), (ख), (ग), (घ), (ङ) और (च) और धारा 23 के प्रावधान, आवश्यक परिवर्तनों सहित, अंतर्राष्ट्रीय सौर गठबंधन, उसके प्रतिनिधियों और अधिकारियों पर लागू होंगे।

[फा. सं. डी-II/451/16(11)/2017]

संजय वर्मा, संयुक्त सचिव

MINISTRY OF EXTERNAL AFFAIRS

NOTIFICATION

New Delhi, the 5th June, 2018

S.O. 2296(E).—In exercise of the power conferred by section 3 of the United Nations (Privileges and Immunities) Act, 1947 (46 of 1947), the Central Government hereby declares that the provisions of section 1 of Article I, sections 2, 3, 4, 5, 6, 7 and section 8 of Article II, section 9 of Article III and clauses (a), (b), (c), (d) and (e) of section



18 and section 20 of Article V and clauses (a), (b), (c), (d), (e) and (f) of section 22 and section 23 of Article VI of the Schedule to the said Act shall apply, mutatis mutandis, to the International Solar Alliance, its representatives and officers.

[F. No. D-II/451/16(11)/2017]

SANJAY VERMA, Jt. Secy.