
U N I S I S T

Agreement between the
United Nations Educational,
Scientific and Cultural
Organization (Unesco)
and the Government of France
on the establishment and
operation of an International
Centre for the Registration
of Serial Publications

UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION

AGREEMENT BETWEEN THE UNITED NATIONS
EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION (UNESCO)

AND

THE GOVERNMENT OF FRANCE

ON THE ESTABLISHMENT AND OPERATION OF AN INTERNATIONAL
CENTRE FOR THE REGISTRATION OF SERIAL PUBLICATIONS

The United Nations Educational, Scientific and Cultural Organization,
hereinafter called "the Organization",

and

the Government of the French Republic,

Bearing in mind the resolution whereby the General Conference of Unesco authorized the Director-General to foster international co-operation in regard to scientific and technical information and in particular to set up an International Serials Data System,

Considering that the Government of the French Republic has offered to contribute towards the establishment and operation on its territory of the International Centre for the Registration of Serial Publications,

Have agreed as follows:

Article 1

There shall be established in Paris an International Centre for the Registration of Serial Publications, hereinafter called "the Centre".

Article 2

1. The Centre shall be responsible for the introduction and operation of an automated system for the registration of periodicals in all branches of knowledge. It shall co-operate, to the extent necessary, with national and regional centres working in the same field.
2. The Centre shall be an autonomous institution whose activities are conducted for the benefit of the Member States and Associate Members of the Organization in the manner laid down in its Statutes, which are annexed to this Agreement and form an integral part thereof.

Article 3

The Centre shall have access to the collections of periodicals of the French Bibliothèque Nationale and the Documentation Centre of the Centre National de Recherche Scientifique and to the permanent inventory of current foreign periodicals.

Article 4

The Centre shall possess juridical personality. It shall have the capacity to contract, to acquire and dispose of immovable and movable property required for its work and to institute legal proceedings.

Article 5

The headquarters of the Centre shall consist of the premises which it occupies or may come to occupy for the purpose of its work, excluding premises used to house its staff.

Article 6

1. The headquarters of the Centre shall be inviolable. Agents and officials of the French Republic shall not enter the headquarters to discharge any official duty save with the consent or at the request of the Director of the Centre or his representative.

2. The Centre shall not permit its headquarters to become a refuge from justice for persons against whom a judgement has been made or who are pursued flagrante delicto, or against whom a warrant of arrest or a deportation order has been issued.

Article 7

The property and assets of the Centre shall be immune from seizure, confiscation, requisition, expropriation and any other form of constraint, whether by administrative or judicial action.

Article 8

1. Without being subject to any financial controls, regulations or moratoria the Centre may, within the framework of its official activities:
 - (a) receive and hold funds and currency of any kind and operate accounts in any currency,
 - (b) freely transfer its funds and currency within French territory or from France to another country and vice versa.
2. In exercising its rights under this Article, the Centre shall take account of all representations made to it by the French Government.

Article 9

The Centre, its assets, income and other property shall be exempt from all direct taxes. This exemption shall not, however, apply to taxes levied as remuneration for services rendered.

Article 10

1. The acquisition and rent by the Centre of buildings required for its administrative operation shall be exempt from registration duties and taxes de publicité foncière.
2. Insurance contracts entered into by the Centre within the framework of its official activities shall not be subject to the special tax on insurance agreements.

Article 11

The Centre shall pay, under general laws and regulations, all indirect taxes which form part of the cost of goods sold and services rendered. However, any sums levied as State turnover tax in respect of major items of administrative or technical equipment purchased by the Centre for its official requirements or in respect of publications issued in connexion with the work of the Centre shall be reimbursed in a manner to be agreed between the Centre and the competent French authorities.

Article 12

1. Furniture, supplies and equipment imported or exported by the Centre which are strictly necessary for its administrative operation, as well as publications connected with its work, shall be exempt from payment of:
 - (a) customs duty and taxes with an equivalent effect,
 - (b) turnover taxes.

2. (a) Technical equipment imported by the Centre which is strictly necessary for the achievement of the objectives of the Centre, as defined in Article 2 of this Agreement, shall be exempt from payment of customs duty and taxes with an equivalent effect.
- (b) The Centre shall pay any sums levied as State turnover tax in respect of the operations referred to in paragraph 2 (a) of this Article. Such sums shall, however, be reimbursed in the manner specified in Article 11.
3. Articles of the types mentioned in paragraphs 1 and 2 (a) above shall not be subject to any measures prohibiting or restricting import or export.

Article 13

Goods imported or acquired under the facilities provided for in Articles 11 and 12 above may not be transferred, lent or hired on French territory either for payment or free of charge, except on conditions approved in advance by the competent French authorities.

Article 14

The French Government undertakes to authorize the entry into France of the following persons, without delay and without charge for visas, for the term of their duty or mission with the Centre:

- (a) representatives of the Member States attending sessions of the organs of the Centre or conferences and meetings convened by it,
- (b) members of the staff of the Centre and their family,
- (c) members of the Technical Advisory Committee.

Article 15

1. Members of the staff of the Centre belonging on a permanent basis to Categories I, II or III, defined in Annex II to this Agreement, shall be exempt from all direct taxation on salaries and emoluments paid in remuneration of their work at the Centre, excluding old-age, retirement and survivor's pensions.
2. If the Director of the Centre is not gainfully employed in any other capacity he shall also be exempt from payment of the contribution mobilière in respect of his main residence and of taxes on income which he receives from abroad.

Article 16

1. The Members of the staff of the Centre defined in Annex II to this Agreement shall:
 - (a) be immune from legal process in respect of all activities performed by them in the course of their work and within the limits of their functions; this immunity shall not apply in the case of infringement of traffic regulations by a member of the staff of the Centre or of damage caused by a motorized vehicle belonging to or driven by him;
 - (b) provided they formerly resided abroad, be granted the right to import free of duty their furniture and personal effects at the time of their installation in France;

- (c) be granted a special residence permit issued by the competent French authorities for themselves, their spouse and minor children;
 - (d) in time of international crisis, be accorded the facilities for repatriation granted to members of diplomatic missions.
2. Members of the staff of the Centre belonging to Categories I and II defined in Annex II to this Agreement shall also be entitled to the temporary duty-free importation of their motor vehicle.
 3. The provisions of paragraph 1 (sub-paragraphs (a) and (d)) of this Article shall apply to delegates and experts of the Member States during the period of their stay in France for the purpose of participation in the work of the Centre.

Article 17

The privileges and immunities provided for in this Agreement are granted to their beneficiaries in the interests of the smooth operation of the Centre. The Governing Board or the Director of the Centre shall agree to waive the immunity granted to such a beneficiary if there is a risk that such immunity may impede the course of justice and if it can be waived without prejudice to the interests of the Centre. The Centre shall constantly co-operate with the competent French authorities for the proper administration of justice and the due carrying out of police regulations and in order to avoid any possible abuse arising out of the exercise of the immunities and facilities provided for in Articles 5 to 16 of this Agreement.

Article 18

The provisions of this Agreement shall in no way affect the right of the Government of the French Republic to take what measures it considers necessary for the security of France and the maintenance of public order.

Article 19

The Government of the French Republic shall not be obliged to grant either to its own nationals or to permanent residents in France the privileges and immunities referred to in Articles 15(2), 16(1) (b), (c) and (d) and 16(2).

Moreover, the Government of the French Republic shall not be obliged to grant either to its own nationals or to permanent residents in France the benefit of the provisions of Article 15(1), unless the members of the Centre agree upon a system whereby the salaries and emoluments would in effect be taxed by the Centre itself, in which case the Government of the French Republic shall be entitled to tax, at the rate applicable to the income as a whole, all income other than the salary received from the Centre.

Article 20

Any dispute between the Government of the French Republic and the Centre concerning the interpretation or application of Articles 5 to 19 inclusive of this Agreement, if it is not settled by negotiation, shall be submitted for final decision to an arbitration tribunal composed of three arbitrators, one designated by the Government of the French Republic, another by the Centre and the third by the first two, or, if they cannot reach agreement, by the Secretary-General of the United Nations.

Article 21

This Agreement shall be approved by the United Nations Educational, Scientific and Cultural Organization and by the Government of the French Republic, which shall each notify the other of the completion of their respective formalities for approval.

It shall come into force thirty days after the date on which the second of these notifications takes place.

Article 22

Either of the Contracting Parties may denounce this Agreement by giving 12 months notice of their intention to do so. In this event, the Centre shall be put into liquidation in the manner laid down in Article 10 of its Statutes.

Done in Paris on 14 November 1974 in two copies in the French language.

René Maheu (signed)

P. Maillard (signed)

For the United Nations Educational,
Scientific and Cultural Organization

For the Government of
the French Republic

ANNEX I

Statutes of the International Centre for the Registration of Serial Publications

Article 1

1. The Centre established in Paris shall be responsible for the introduction and operation of an automated system for the registration of periodicals in all branches of knowledge. It shall co-operate, to the extent necessary, with national and regional centres working in the same field.
2. The Centre shall be an autonomous institution whose activities are conducted for the benefit of the Member States and Associate Members of the Organization in the manner laid down in these Statutes.

Article 2

Member States and Associate Members of the Organization wishing to benefit from the work of the Centre shall send to the Director-General of the Organization a notification to this effect, in which they announce their accession to these Statutes. The Director-General shall inform the Centre and the Member States and Associate Members of such notification.

Article 3

The organs of the Centre shall be:

- (1) the General Assembly,
- (2) the Governing Board,
- (3) the Technical Advisory Committee,
- (4) the Director.

Article 4

The General Assembly shall consist of one representative of each of the Member States and Associate Members of the Organization which have acceded to these Statutes and one representative of the Director-General.

It shall meet every two years.

It shall draw up its own rules of procedure.

It shall appoint the members of the Governing Board referred to in Article 5 (1) (c).

It shall lay down the general policy governing the Centre's activities.

It shall fix the amount of the contributions of the Member States and Associate Members of the Organization which have acceded to these Statutes.

It may adopt amendments to these Statutes by majority vote including the votes of the representative of the host State and the representative of the Director-General of the Organization.

Article 5

1. The Centre shall be administered by a Governing Board composed of:
 - (a) one representative of the host State;
 - (b) one representative of the Director-General of the Organization;
 - (c) ten representatives of the States which have acceded to these Statutes, who shall be elected by the General Assembly;
 - (d) one representative of the Steering Committee of the World Science Information System (UNISIST).

Representatives of any other intergovernmental or non-governmental organization contributing to the operation of the Centre may be allowed by the Board to attend its sessions, without the right to vote.

2. The Governing Board shall elect its own Chairman.
3. The Governing Board shall be endowed with all powers necessary for the administration of the Centre. It shall adopt the Centre's programmes of work and its budget. It shall approve the annual reports submitted to it by the Director of the Centre.
4. The Governing Board shall meet in ordinary session once a year and in extraordinary session if summoned by the Chairman, either on his own initiative or on that of the Director-General of the Organization, or on the demand of half of its members.
5. The Governing Board shall draw up its own rules of procedure. Its decisions shall be taken by simple majority vote, except in respect of approval of the budget and the decisions provided for in Article 10(2) which shall require a two-thirds majority, including the votes of the representative of the host State and the representative of the Director-General of the Organization.

Article 6

The Director of the Centre shall be assisted by a Technical Advisory Committee. The members of this Committee shall be chosen and appointed by the Director of the Centre, in consultation with the Director-General of the Organization.

These appointments must be approved by the Governing Board of the Centre.

Article 7

1. The Centre shall be administered by a Director assisted by the staff required to carry out the responsibilities of the Centre and appointed in the manner laid down in the following paragraph.
2. The Director shall be appointed by the Government of the host State, in agreement with the Director-General of the Organization.
3. The Secretariat shall consist of persons appointed by the Director, in accordance with the procedures laid down by the Governing Board.

Article 8

The Director shall exercise the following responsibilities:

- (a) He shall direct the work of the Centre in conformity with the programmes or directives adopted by the Governing Board.
- (b) He shall submit to the Governing Board the draft programmes and the draft annual budget.
- (c) He shall convene the General Assembly, in consultation with the Director-General of the Organization, and shall prepare its provisional agenda.
- (d) He shall convene the Governing Board, prepare the provisional agenda for its sessions and submit to it any proposals which he considers desirable for the running of the Centre.
- (e) He shall draw up and submit to the Governing Board and to the General Assembly the reports on the activities of the Centre.
- (f) He shall represent the Centre in legal proceedings and in all its actions as a legal entity.

Article 9

1. The resources of the Centre shall consist of the contributions which it receives from the Organization and from the Government of the host country, of any contributions which it may receive from other Member States or Associate Members of the Organization and of any remuneration which it may receive for the supply of services in the course of its work.
2. The respective contributions of the host State and of the Organization shall be fixed for two-year periods by exchange of letters between the Centre and its contributories after each session of the General Conference of the Organization.
3. The amount of the contributions of the other Member States or Associate Members of the Organization referred to in Article 2 of these Statutes shall be determined by the General Assembly on a proposal of the Governing Board.

Article 10

1. The Member States and Associate Members of the Organization which have acceded to these Statutes may withdraw from them by notifying the Director of the Centre in writing; the latter shall inform all the Member States and Associate Members which have acceded to these Statutes of the receipt of such notification. The withdrawal shall take effect as from the end of the current budgetary year. The party withdrawing from these Statutes shall renounce all share in the assets of the Centre.
2. If the Organization or the host State withdraws from the Centre, the latter shall be put into liquidation and the Governing Board shall take all measures which it considers suitable, particularly as regards disposing of the Centre's assets.

ANNEX II

The staff of the Centre shall be divided into the following four categories:

- I. The Director, viz. the person responsible for directing the Centre's permanent services.
- II. The officials of the Centre, viz. senior personnel other than the Director who have been placed in positions of administrative or substantive responsibility.
- III. Executive staff working on administrative or substantive duties.
- IV. Service staff, viz. persons employed in the domestic service of the Centre, excluding staff employed in the service of a member of its staff.

This Annex forms an integral part of the Agreement.