

HEADQUARTERS AGREEMENT
Between
ROMANIA
And
THE REGIONAL CENTER OF SOUTHEAST EUROPEAN COOPERATIVE INITIATIVE FOR
COMBATING TRANSBORDER CRIME

Whereas the Agreement on Cooperation to Prevent and Combat Trans-border Crime (hereinafter the SECI Agreement), entered into force on 1 February, 2000,

Whereas the seat of the Headquarters of the Regional Center of the Southeast European Cooperative Initiative for Combating Trans-border Crime (hereinafter the SECI Center) is established in Bucharest, Romania,

Bearing in mind the importance of ensuring the proper functioning of the SECI Center in Romania,

Reaffirming that the main goal of ROMANIA is to provide the whole range of privileges, immunities and facilities for the SECI Center to fully and efficiently implement its responsibilities and tasks,

In order to define the legal status of the SECI Center Headquarters, members and personnel, and of other persons specified in the present Agreement,

Desiring to establish the privileges and the immunities of the SECI Center Headquarters, members and personnel, and of other persons specified in the present Agreement, the security services and arrangements, as well as other facilities regarding the support of the host country,

The SECI Center and ROMANIA (hereinafter referred to as "the Contracting Parties"),

Have agreed as follows:

ARTICLE 1
DEFINITIONS

For the purpose of the present Agreement:

- (a) "SECI Agreement" means the Agreement on Cooperation to Prevent and Combat Trans-border Crime, done at Bucharest, in May 26, 1999;
- (b) "SECI Center" means the Regional Center of the Southeast European Cooperative Initiative for Combating Trans-border Crime, located in Bucharest;
- (c) "Contracting Parties" means the SECI Center and ROMANIA;
- (d) "host country" means ROMANIA;
- (e) "Government" means the Government of ROMANIA;

- (f) "Appropriate authorities of ROMANIA" means such state, municipal or other authorities of ROMANIA as may be appropriate in the context of the relevant provisions of this Agreement and in accordance with the laws and regulations applicable in ROMANIA;
- (g) "The Headquarters" means the area, premises, buildings and facilities thereon used by the SECI Center on a permanent or temporary basis to carry out its official functions;
- (h) "The Party" means a Party to the SECI Agreement;
- (i) "Committee" means the Joint Cooperation Committee referred to in the SECI Agreement;
- (j) "Delegates" means the members of the Committee, representatives of the Permanent Advisors and Permanent Observers, and members of their delegations to any meeting of the SECI Center;
- (k) "SECI Center Members" means the Director, the Deputy Directors, the Liaison Officers, Officers of the Permanent Observers and the SECI Center Staff;
- (l) "SECI Center Staff" means the supporting staff (administrative and technical) employed by the SECI Center to ensure its permanent services;
- (m) "Family Members" means the spouse and the dependents, as well as the other persons maintained by the SECI Center personnel.
- (n) "Experts" means persons performing missions authorized by, serving on subsidiary bodies of, or in any way, at its request, consulting with the SECI Center, provided that they are neither SECI Center Members or Liaison Officers, nor attached to the delegations of the Parties;
- (o) "Meetings convened by the SECI Center" means any meeting of any of the organs or subsidiary organs of the SECI Center, or any international conferences or other gatherings convened by the SECI Center or under its sponsorship;
- (p) "Property" means all property, assets and funds, belonging to the SECI Center or held or administered by the SECI Center in furtherance of its functions under the SECI Agreement and all income of the SECI Center;
- (q) "Archives of the SECI Center" means all the records, correspondence, documents, manuscripts, computer software, photographs, films, video, sound recordings and any other information in the sense of article 1(d) and (f) of the SECI Agreement belonging to or held by the SECI Center or any of its members;
- (r) "Vienna Convention" means the Vienna Convention on Diplomatic Relations, adopted in Vienna on 18 April 1961.

ARTICLE 2 LEGAL PERSONALITY

1. The SECI Center enjoys full legal personality with the Status of an International Organization. In particular, it shall have the capacity:
 - (a) to contract;
 - (b) to acquire and dispose of movable property;
 - (c) to acquire and dispose of immovable property in accordance with Romanian legislation;
 - (d) to institute and act in legal proceedings.
2. In the event of the dissolution of the SECI Center, the use of the building provided for free by the host country in accordance with article 8, paragraph 1, corroborated with article 13 paragraph 1 of the present Agreement, will return to the host country.

ARTICLE 3 FREEDOM OF ASSEMBLY

1. The Government recognizes the right of the SECI Center to convene meetings at its discretion within the Headquarters or, with the concurrence of the appropriate authorities of ROMANIA, elsewhere in the host country.
2. The Government guarantees to the SECI Center full freedom of assembly, of discussion, and of decision. The Government shall take all appropriate steps to guarantee that no impediment is placed in the way of conducting the proceedings of any meeting convened by the SECI Center.

ARTICLE 4 IMMUNITY FROM LEGAL PROCESS

1. Within the scope of its official activities, the SECI Center shall enjoy immunity from civil jurisdiction or any form of legal process, except in the case of:
 - (a) civil action by a third party for damages arising out of an accident caused by a vehicle belonging to or operated on behalf of the SECI Center where these damages are not recoverable from insurance;
 - (b) a civil action based on a contractual obligation of the SECI Center;
 - (c) a counter claim directly connected to proceedings instituted by the SECI Center.
2. Notwithstanding the provisions of paragraph 1 of this Article, the property and assets, wherever located and by whomsoever held, shall be immune from search, foreclosure, seizure, confiscation, requisition and expropriation, all forms of attachment, injunction or any other form of interference whether by administrative, judicial or legislative action.
3. The provisions of the previous paragraph shall not apply in the following cases:
 - a. if such measures are temporarily necessary in order to investigate any accident involving a motor vehicles belonging to the SECI Center or used in its behalf, and in order to conduct an inquiry in connection with such an accident;
 - b. in any particular case the SECI Center shall have expressly waived its immunity of execution.
4. The SECI Center may expressly waive its immunity from legal process in a certain case.
5. No waiver of immunity from jurisdiction shall extend to any measure of execution.

ARTICLE 5 IMMUNITY OF THE SECI CENTER PROPERTY

The property, wherever located and by whomsoever held, shall enjoy immunity from search, requisition, seizure, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

ARTICLE 6 INVIOABILITY OF THE ARCHIVES, EQUIPMENT AND OTHER MATERIALS

1. The archives of the SECI Center, wherever located and by whomsoever held, in whatever form, shall be inviolable at any time.
2. The equipment and other material necessary for the SECI Center's activities shall be inviolable at any time.

ARTICLE 7 THE HEADQUARTERS

The appropriate authorities of ROMANIA shall take whatever action may be necessary to ensure that the SECI Center shall not be dispossessed of all or any part of the Headquarters.

ARTICLE 8 LAW AND AUTHORITY IN THE HEADQUARTERS

1. The SECI Center Headquarters is located in Bucharest, within the Palace of Parliament, or elsewhere, as the Contracting Parties decide.
2. The Government recognizes the inviolability at any time of the Headquarters, which shall be under the control and authority of the SECI Center as provided in this Agreement.
3. The SECI Center shall have the power to make regulations, operative within the Headquarters, for the purpose of establishing therein any conditions necessary for the full execution of its functions.
4. In principle, Romanian law is applicable within the Headquarters of the SECI Center. However, no laws of ROMANIA which are inconsistent with a regulation of the SECI Center authorized by this Article, or with a provision of this Agreement, shall, to the extent of such inconsistency, be applicable within the Headquarters.
5. Any dispute between the Contracting Parties arising under this Article, shall be promptly settled by the procedure set out in Article 25 (Settlement of Disputes), of this Agreement. Pending the settlement of such a dispute, the regulations of the SECI Center shall prevail.
6. The SECI Center shall inform the Government of regulations made which fall within paragraph 3 of this Article.
7. Any person authorized to enter any place under any legal provision shall not exercise that authority in respect of the Headquarters unless prior express permission to do so has been given by or on behalf of the Director. Any person who enters the Headquarters with the permission of the Director shall, if so requested by or on behalf of the Director, leave the Headquarters immediately.
8. The SECI Center shall adopt an accounting system in accordance with generally recognized international accounting standards suitable for audit by international auditors.
9. This Article shall not prevent the reasonable application of fire protection and similar public safety regulations of the appropriate authorities of ROMANIA. In case of fire or other similar disaster that threatens the public safety and requires immediate protective action, the consent of the Director to entry into the Headquarters shall be presumed if he or his authorised representative cannot be reached, for the purpose of taking such protective action as may be necessary.
10. The Director shall take appropriate measures to prevent the Headquarters from being used to harbor persons who are avoiding arrest under the law of ROMANIA, who are wanted by the Government for extradition to another country, or who are endeavoring to evade service of legal process.

ARTICLE 9 SECURITY OF THE HEADQUARTERS

1. The appropriate authorities of ROMANIA shall exercise due diligence to ensure that the security and tranquillity of the Headquarters are not impaired by any person or group of

persons attempting unauthorised entry into, or creating disturbances in, the immediate vicinity of the Headquarters.

2. If so requested by the Director, the appropriate authorities of ROMANIA shall provide a sufficient number of security personnel for the preservation of law and order in the Headquarters.
3. The appropriate authorities of ROMANIA shall take all reasonable steps to ensure that the amenities of the Headquarters are not prejudiced and that the purposes for which the Headquarters are required are not obstructed by any use made of the land or buildings in the vicinity of the Headquarters. The SECI Center shall take all reasonable steps to ensure that the amenities of the land or buildings in the vicinity of the Headquarters are not prejudiced by any use made of the Headquarters.

ARTICLE 10 PUBLIC SERVICES TO THE HEADQUARTERS

1. The appropriate authorities of ROMANIA shall exercise, as far as it is within their competence, and to the extent requested by the Director, their respective powers to ensure that the Headquarters shall be supplied, on fair conditions and on equitable terms, with the necessary public services including, without limitation by reason of this enumeration, electricity, water, sewerage, gas, post, telephone, telegraph, any means of communication, drainage, collection of refuse, fire protection and snow removal.
2. In case of any interruption or threatened interruption of any such public services, the SECI Center shall be accorded the priority given to essential Romanian agencies and authorities and the Government shall take steps accordingly to ensure that the work of the SECI Center is not prejudiced.
3. The Director shall, upon request, make suitable arrangements to enable duly authorized representatives of the appropriate bodies to inspect, repair, maintain, reconstruct or relocate utilities, conduits, mains and sewers within the Headquarters under conditions which shall not unreasonably disturb the carrying out of the functions of the SECI Center.
4. Where the services referred to in paragraph 1 of this Article are supplied by appropriate authorities of ROMANIA, or where the prices thereof are under their control, the SECI Center shall be supplied at tariffs which shall not exceed the lowest rates accorded to essential Romanian agencies and authorities.

ARTICLE 11 FACILITIES AND IMMUNITIES IN RESPECT OF COMMUNICATIONS AND PUBLICATIONS

1. The Government shall permit the SECI Center to communicate, freely and without a need for special permission, for all official purposes, and shall protect the right of the SECI Center to do so. The SECI Center shall have the right to use codes and encrypted systems and to dispatch and receive official correspondence and other official communications by courier or in sealed bags, which shall be subject to the same privileges and immunities as diplomatic couriers and bags.
2. The SECI Center shall enjoy, for its official communications, treatment not less favorable than that accorded by the Government to any other organization or government, including diplomatic missions of such other governments, in the matter of priorities and rates for mails, cables, telegrams, telexes, radiograms, television, telephone, fax, and other communications, and press rates for information to mass-media.

3. The Government recognises the right of the SECI Center to publish and broadcast freely within ROMANIA for purposes specified in the SECI Agreement. All official communications directed to the SECI Center and all outward official communications of the SECI Center, by whatever means or whatever form transmitted shall be inviolable. Such inviolability shall extend, without limitation by reason of this enumeration, to publications, still and moving pictures, videos, films, sound recordings and software.
4. To fulfill its official purposes, the SECI Center may install and use a wireless communication system upon receipt of the authorization of the Government, which shall not be unreasonably withheld.

ARTICLE 12 FISCAL EXEMPTIONS

1. Within the scope of its official activities, the SECI Center, its assets, income and other property shall be exempt from:
 - a) any form of direct taxation whether levied by state or local authorities. However, the SECI Center cannot claim exemption from taxes and charges, which are no more than charges for public utility services;
 - b) customs duties, prohibitions or restrictions on the import or export of goods for official usage, providing that the imported goods shall not be sold in ROMANIA except under conditions approved by the Government;
 - c) customs duties, prohibitions or restrictions on the import or export of publications;
 - d) indirect taxation on goods and services, provided for official purposes, including value-added tax on these goods and services, under the same conditions as are applied with regard to diplomatic missions in ROMANIA.
2. The exemptions provided for in paragraph 1 of this Article may be granted by way of a refund under the same procedures as are applied with regard to diplomatic missions in ROMANIA.
3. Without limiting the generality of the exemptions provided in paragraph 1 of this article:
 - a. The acquisitions and locations of buildings by the SECI Center for official purposes shall be exempted from all forms of registration, transfer and public landed taxes; and
 - b. Insurance contracts subscribed by the SECI Center within its official activities shall be exempted from the special tax or any comparable tax on such insurance contracts.

ARTICLE 13 THE SUPPORT OF THE HOST COUNTRY

1. The host country ensures, without payment:
 - a) the use of the working spaces in accordance with Article 8 of the present Agreement;
 - b) the use of the parking spaces ensured within the area of the Headquarters;
 - c) the security of the SECI Center Headquarters (guard and fire prevention service, other than those from within the SECI Center);
 - d) current and capital repairs to the infrastructure of the SECI Center;
 - e) modernisation of the SECI Center Headquarters for the benefit of the SECI Center, made by the host country until the entry into force of the present Agreement;
 - f) utilities (heat, air conditioning, electricity and water) provided by the host country until the entry into force of the present Agreement.
2. The host country ensures, but is not fiscally responsible for:

- a) assistance for ensuring the needs for shelter and registration of the SECI members and staff children within the public education system;
 - b) provisions of residency permits in accordance with the Romanian legislation;
 - c) if requested by the SECI Center, cleaning and sanitation services;
3. The Romanian side shall credit without payment of interest charges to the SECI Center the cost of the utilities services after the entry into force of the present Agreement upon completion of the relevant internal procedures.

ARTICLE 14 FREEDOM OF FINANCIAL ASSETS FROM RESTRICTIONS

1. Without being subject to any financial controls, regulations, notification requirements in respect of financial transactions, or moratoria of any kind, the SECI Center may freely:
 - (a) purchase any currencies through authorized channels and hold and dispose of them;
 - (b) operate accounts in any currency;
 - (c) purchase through authorized channels, hold and dispose of funds, securities and gold;
 - (d) transfer its funds, securities, gold and currencies to or from ROMANIA, to or from any other country, or within ROMANIA and convert any currency held by it into any other currency; and
 - (e) raise funds in any manner, which it deems desirable, except that with respect to the raising of funds within ROMANIA, in accordance with Romanian law.
2. If any Party shall hereafter make a contribution to the SECI Center, in cash or in any kind, and its contribution is approved by the Committee, such contribution shall be credited against its assessed share of the SECI Center budget in the fiscal year following that in which the contribution is made. If the credit exceeds the assessed share for anyone fiscal year it shall carry over to the following year or years. Nothing contained herein shall be construed as preventing any other state or organization from making contribution, in cash or in kind, to the SECI Center.

ARTICLE 15 TRANSIT AND RESIDENCE

1. The Government shall take all necessary measures to facilitate and allow the entry into and sojourn in ROMANIA and shall place no impediment in the way of the departure from ROMANIA of the persons listed below and shall ensure that no impediment is placed in the way of their transit to or from the Headquarters:
 - (a) SECI Center Members and their Family Members, including other persons maintained by them;
 - (b) Delegates, their spouses and other Family Members;
 - (c) representatives and officials of international organizations, who have official business with the SECI Center, their spouses and other Family Members;
 - (d) experts, their spouses and other Family Members.
2. If any person specified in paragraph 1 of the present Agreement requests, the host country shall afford them necessary protection in transit.
3. Visas, which may be required for persons referred to in this Article, shall be granted without charge, on a case by case basis for every applicant and their validity should be proportionate to the duration of their mission.

4. No activity performed by any person referred to in this Article, in his official capacity with respect to the SECI Center, shall constitute a reason for preventing his entry into or his departure from ROMANIA or for requiring him to leave ROMANIA.
5. No person referred to in paragraph 1 of this Article, except for officials of international organisations whose expulsion procedures are covered by special agreements to which ROMANIA is a party, shall be required by the Government to leave ROMANIA, except in the event of an abuse of the privilege of residence. No proceeding shall be instituted to require any such person to leave ROMANIA, except with the prior approval of the Minister for Foreign Affairs of ROMANIA. Such approval shall be given only in consultation with the Director. If expulsion proceedings are taken against any such person, the Director shall have the right to appear or to be represented in such proceedings on behalf of the person against whom such proceedings are instituted.
6. This Article shall not prevent the Government from requiring that persons claiming the rights granted by this Article comply with quarantine and health regulations.
7. The Contracting Parties shall consult as to methods of facilitating entrance into ROMANIA by persons coming from abroad who wish to visit the Headquarters and who do not enjoy the privileges provided by this Article.

ARTICLE 16

THE LIMITS OF THE AGREEMENT

1. Except insofar as additional privileges and immunities may be granted by the receiving state, a SECI Center Member who is a national of or permanently resident in the host country shall enjoy only immunity from jurisdiction, and inviolability, in respect of official acts performed in the exercise of his functions.
2. Other members of the SECI Center staff and their Family Members who are nationals of or permanently resident in the host country, shall enjoy privileges and immunities only to the extent admitted by the host country. However, the host country must exercise its jurisdiction over those persons in such a manner as not to interfere unduly with the performance of the functions of the mission.

ARTICLE 17

PRIVILEGES AND IMMUNITIES OF THE DELEGATES, THE DIRECTOR, DEPUTY DIRECTORS, LIAISON OFFICERS AND OFFICERS SENT BY PERMANENT OBSERVERS

1. The Delegates, the Director, Deputy Directors, Liaison Officers and Officers sent by Permanent Observers shall enjoy the same privileges and immunities as are accorded to diplomatic agents, in accordance with the Vienna Convention;
2. The spouses and other Family Members of persons referred to in paragraph 1 of this Article shall enjoy the same privileges and immunities as the spouses and dependents of diplomatic agents under the Vienna Convention.
3. Immunity from jurisdiction shall not apply in the case of civil action by a third party for damages arising out from a road traffic accident caused by a motor vehicle operated by any person mentioned in paragraph 1 and 2 of this Article, where these damages are not recoverable from insurance.
4. Persons referred to in paragraph 1 of this Article who are also citizens or permanent residents of ROMANIA shall enjoy only the following privileges and immunities:
 - (a) immunity from personal arrest or detention;

- (b) immunity from legal process of any kind in respect of words spoken or written, and of all acts done by them, in the performance of their official functions; such immunity to continue although the persons concerned may no longer be engaged in the performance of such functions;
- (c) inviolability of all papers, documents and other official material;
- (d) the right to use codes, encrypted systems and to dispatch or receive papers, correspondence or other official material by courier or in sealed bags.

ARTICLE 18

PRIVILEGES AND IMMUNITIES OF THE SECI CENTER STAFF

1. The SECI Center Staff shall enjoy the same privileges and immunities, as are accorded to administrative and technical staff of diplomatic missions, in accordance with the Vienna Convention;
2. The spouses and other Family Members of persons referred to in paragraph 1 of this Article shall enjoy the same privileges and immunities as the spouses and dependents of members of the administrative and technical staff under the Vienna Convention.
3. Immunity from jurisdiction shall not apply in the case of civil action by a third party for damages arising out from a road traffic accident caused by a motor vehicle operated by any person mentioned in paragraph 1 and 2 of this Article, where these damages are not recoverable from insurance.
4. Persons referred to in paragraph 1 who are also Romanian citizens or permanent residents in ROMANIA, shall enjoy only the following privileges and immunities:
 - (a) immunity from legal process of any kind in respect of words spoken or written, and of all acts done by them, in the performance of their official functions; such immunity to continue although the persons concerned may no longer be engaged in the performance of such functions;
 - (b) inviolability of all papers, documents and other official material;
 - (c) exemption, from national service obligations, provided that, such exemption shall be confined to officials whose names have, by reason of their duties, been placed upon a list compiled by the Director and approved by the Government; provided further that should officials other than those listed, be called up for national service, the Government shall, upon request of the Director, grant such temporary deferments in the call-up of such officials as may be necessary to avoid interruption of the essential work of the SECI Center;

ARTICLE 19

PRIVILEGES AND IMMUNITIES OF EXPERTS

1. Experts shall enjoy, within and with respect to the host country, the following privileges and immunities so far as may be necessary for the effective exercise of their functions and during their journeys in connection with such functions and during attendance at the Headquarters:
 - (a) immunity from personal arrest or detention;
 - (b) immunity from seizure of their personal and official baggage, and the same immunities from inspection in respect of such baggage as are accorded to diplomatic agents;
 - (c) immunity from legal process of any kind with respect to words spoken or written, and all acts done by them, in the performance of their official functions, such immunity to

- continue although the persons concerned may no longer be employed on missions for, serving on committees of, or acting as consultants for, the SECI Center, or may no longer be present at the Headquarters or attending meetings convened by the SECI Center. In any event, such immunity shall not extend to civil action by a third party for damages arising from a road traffic accident caused by a motor vehicle, operated by an expert where these damages are not recoverable from insurance;
- (d) inviolability of all papers, documents and other official material;
 - (e) the right, for the purpose of all communications with the SECI Center, to use codes and encrypted systems and to dispatch or receive papers, correspondence or other official material by courier or in sealed bags;
 - (f) exemption with respect to themselves and their spouses from immigration restrictions and alien registration obligation;
 - (g) the same protection and repatriation facilities as are accorded in time of international crisis to the members of diplomatic missions in accordance with the Vienna Convention; and
 - (h) the same privileges with respect to currency and exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions.
2. Experts who are citizens or permanent residents of ROMANIA shall enjoy only the privileges and immunities, accorded by subparagraphs 1(a – e) of this Article.

ARTICLE 20 NOTIFICATION

1. The SECI Center shall promptly notify the Government of:
 - (a) the list of the SECI Center Members, the members of the SECI Center staff and other persons within the scope of Articles 17 - 19 of the present Agreement, and shall revise such list from time to time as may be necessary;
 - (b) the appointment of the Director, the Deputy Directors, and other SECI Center Members, their arrival and their final departure, or the termination of their functions with the SECI Center;
 - (c) the arrival and final departure of the Family Members of the persons referred to in subparagraph 1(b) of this Article and, where appropriate, the fact that a person has ceased to form part of the household; and
 - (d) the arrival and final departure of domestic employees of persons referred to in subparagraph 1(b) of this Article and, where appropriate, the fact that they are leaving the employment of such persons.
2. The Government shall issue to the SECI Center Members, the members of the SECI Center Staff and to other persons within the scope of Articles 17 - 19 of the current Agreement, and to the members of their families who form part of their households and domestic employees of persons referred to under subparagraphs 1(a) and 1(b) of this Article, an identity card bearing the photograph of the holder. This card shall serve to identify the holder in relation to all authorities of ROMANIA.

ARTICLE 21 SOCIAL SECURITY

1. For the social security scheme established by or conducted under the authority of the SECI Center, the SECI Center and the SECI Center Members to whom the above mentioned scheme applies, shall be exempt from all compulsory contributions to the

social security organizations of ROMANIA. Consequently, they shall not be covered by the social security regulations of ROMANIA.

2. SECI Center Members who contribute to the social security organizations of their country of origin are exempted from any social security regulations of ROMANIA.
3. Any provident fund established by or conducted under the authority of the SECI Center shall enjoy legal capacity in ROMANIA, if the SECI Center so requests and shall enjoy the same exemptions, privileges and immunities as the SECI Center itself.
4. The provisions of paragraph 1 of this Article shall apply, *mutatis mutandis*, to spouses and other Family Members of the persons referred to in paragraph 1 of this Article, unless they are employed in ROMANIA by an employer other than the SECI Center or receive Romanian social security benefits.

ARTICLE 22 EMPLOYMENT

Family Members of the SECI Center Members shall be granted temporary working permits for the duration of the employment of those officials with the SECI Center in the host country.

ARTICLE 23 ADDITIONAL PROVISIONS ON PRIVILEGES AND IMMUNITIES

1. The privileges and immunities accorded by this Agreement are conferred in the interests of the SECI Center and not for the personal benefit of the individuals themselves. It is the duty of the SECI Center and all persons enjoying such privileges and immunities to observe in all other respects the laws and regulations of ROMANIA.
2. This Agreement shall apply irrespective of whether the Government maintains or does not maintain diplomatic relations with the State concerned and irrespective of whether the State concerned grants a similar privilege or immunity to the diplomatic personnel or citizens of ROMANIA.
3. The privileges and immunities granted to delegates, Liaison Officers and Officers sent by Permanent Observers which are sent by States or International Organisations under this Agreement shall be waived by the sending States or International Organisations concerned in accordance with the provisions of the Vienna Convention;
4. The privileges and immunities granted to the Director, the Deputy Directors, the SECI Center Staff and experts employed by the SECI Center under the provisions of this Agreement, are granted on the understanding that the SECI Center shall waive the immunity of the persons concerned in any circumstances in which the SECI Center considers that such immunity would impede the course of justice, and whenever it can be waived without prejudice to the purposes for which it was granted. The Director shall exercise this authority for the SECI Center. The Committee shall have the authority to waive immunity, by consensus, in the case of the Director and the Deputy Directors.
5. The SECI Center shall cooperate at all times with the appropriate authorities of ROMANIA in order to facilitate the proper administration of justice and to prevent any abuse of the privileges and immunities granted under the provisions of this Agreement.

ARTICLE 24 INTERNATIONAL RESPONSIBILITY OF THE HOST COUNTRY

The host country shall not incur, by reason of the location of the Headquarters of the SECI Center within its territory, any international responsibility for acts or omissions of the SECI Center or of its Members acting or abstaining from acting within the scope of their functions, other than the international responsibility which the host country would incur on the same footing as the other Parties.

ARTICLE 25 SETTLEMENT OF DISPUTES

1. Any dispute between the Contracting Parties, concerning the interpretation or application of this Agreement, or any question affecting the Headquarters or the relationship between the SECI Center and the Government, shall be settled by consultation between the Contracting Parties or by any other agreed mode.
2. Any such dispute, which cannot be settled under paragraph 1 of this Article, shall be referred at the formal request of one Contracting Party, to an arbitral tribunal for final decision. The arbitral tribunal shall be consisted of three arbitrators in the following way: within two months of the receipt of the request for arbitration, each Contracting Party shall appoint one member of the tribunal. The two members so appointed shall then select a third arbitrator who is neither a national of any of the Parties, nor has ever been a SECI Center Member, who shall serve as chairman.
3. If one of the Contracting Parties fails to appoint an arbitrator and has not taken steps to do so within two months following a request from the other Contracting Party to make such an appointment, the other Contracting Party may request the President of the International Court of Justice to make such an appointment. Should the first two arbitrators fail to agree upon the third within two months following their appointment, either Party may request the President of the International Court of Justice to make such an appointment.

ARTICLE 26 AMENDMENTS

1. This Agreement may be amended at any time, at the request of either Contracting Party. Unless otherwise agreed, consultations shall begin thirty days from receiving the written notification from the other Contracting Party.
2. Any such amendment, which shall be agreed upon, shall enter into force in accordance with Article 28 (Entry into Force and Termination).

ARTICLE 27 OPERATION OF THIS AGREEMENT

1. This Agreement shall be construed in the light of its primary purpose of enabling the SECI Center at its Headquarters fully and efficiently to discharge its responsibilities and fulfil its purposes.

2. Whenever this Agreement imposes obligations on the appropriate authorities of ROMANIA, the ultimate responsibility for the fulfillment of such obligations shall rest with the Government.
3. The SECI Center may conclude separate administrative arrangements with the appropriate authorities of ROMANIA in order to implement this Agreement.

ARTICLE 28

ENTRY INTO FORCE AND TERMINATION

1. This Agreement shall enter into force on the day after the Government has notified the SECI Center that the legal requirements for its entry into force have been complied with.
2. This Agreement shall cease to be in force by written mutual consent of the Contracting Parties.

ARTICLE 29

PROVISIONAL APPLICATION

To assist in meeting the immediate financial needs of the SECI Center, the Contracting Parties agree to the provisional application of this Agreement upon signature, pending its entry into force in accordance with the previous Article.

DONE at BUCHAREST, on 2nd of October 2000, in two originals in the English and Romanian languages, both texts being equal authentic. In the case of divergences of interpretation, the English text shall prevail.

For the SECI Center ,

For ROMANIA,

SECI General Coordinator

General A.C.

Dr. Erhard Busek

Constantin Degeratu