

**HEADQUARTERS AGREEMENT**  
**BETWEEN**  
**THE GOVERNMENT OF THE REPUBLIC OF KOREA**  
**AND**  
**THE ASIAN FOREST COOPERATION ORGANIZATION**

The Government of the Republic of Korea and the Asian Forest Cooperation Organization;

RECALLING that paragraph 2 of Article 2 of the Agreement on the Establishment of the Asian Forest Cooperation Organization provides that a separate Headquarters Agreement shall be concluded between the Government of the Republic of Korea (hereinafter referred to as the “Government”) and the Organization;

CONSIDERING that paragraph 1 of Article 13 of the aforementioned Agreement provides that the Organization shall enjoy such privileges and immunities for the proper functioning of the Organization, as agreed in the Headquarters Agreement between the Organization (hereinafter referred to as “AFoCO”) and the Host Country; and

DESIRING to facilitate the operation of the AFoCO Headquarters in the Republic of Korea;

Have agreed as follows;

## **Article 1**

### **Definitions**

For the purposes of this Agreement:

a) “Headquarters” means the premises, including the buildings or parts of buildings and any land ancillary thereto, irrespective of ownership, at the disposal of AFoCO in the Republic of Korea for the performance of its official activities, and with the concurrence of the Government, and for the duration of such use, any building in the Republic of Korea which is temporarily used by AFoCO;

b) “appropriate authorities” means such governmental authorities in the Republic of Korea as may be appropriate in the context of and in accordance with the laws and regulations applicable to the Republic of Korea;

c) “archives” means all correspondence, documents, computer data, manuscripts, photographs, computer data storage, films, recordings and any other records, in paper, electronic or any other form, belonging to or held by AFoCO;

d) “property” means all property, including funds, income and other assets, belonging to AFoCO or held or administered by AFoCO in furtherance of its constitutional functions;

e) “staff” means personnel appointed by the Executive Director, in accordance with the staff regulations of AFoCO. It excludes the persons who are recruited locally and paid hourly rates;

f) “expert on mission” means a non-staff member who is entrusted to carry out a mission on behalf of AFoCO; and

g) the terms “Assembly”, “Executive Director”, “Representative” and “Secretariat” have the meanings assigned to them in Article 1 of the Agreement on the Establishment of the Asian Forest Cooperation Organization.

## **Article 2**

### **Legal Personality and Capacity**

The Government recognizes that AFoCO is an intergovernmental organization with international legal personality and capacity to perform legal acts required for the performance of its constitutional functions, in particular, to conclude treaties, to contract, to acquire and dispose of property and to participate in legal proceedings.

### **Article 3**

#### **Premises**

1. The Headquarters shall be inviolable. No person exercising any public authority within the Republic of Korea shall enter the Headquarters to perform any duties except with the express consent of the Executive Director of AFoCO or his/her duly authorized representative.

2. In case of fire, or any other emergency requiring prompt protective action, the consent of the Executive Director of AFoCO or his/her representative to any necessary entry into the Headquarters shall be presumed if neither of them can be reached in time.

3. The Headquarters shall not be used in any manner incompatible with AFoCO's functions. The Executive Director of AFoCO may permit, in a manner compatible with the functions of AFoCO, the use of its premises and facilities, including its branch offices, for meetings, seminars, exhibitions and related purposes which are organized by AFoCO.

4. The Headquarters of AFoCO shall be under the control and authority of AFoCO, which may establish regulations for the execution of its functions therein.

### **Article 4**

#### **Security**

1. The appropriate authorities shall exercise due diligence to ensure the security and tranquility of the Headquarters. The appropriate authorities shall also take all appropriate measures to ensure that the tranquility of the Headquarters is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity.

2. Without prejudice to and notwithstanding the foregoing paragraph, AFoCO may make any provisions relating to its security and the security of its personnel as it deems relevant and necessary in accordance with the relevant decisions and regulations.

3. The provisions of this Agreement shall not constitute impediments to the enforcement of security measures or controls as may be required by the appropriate authorities.

## **Article 5**

### **Public Services**

1. The appropriate authorities shall exercise, to the extent requested by the Executive Director of AFoCO, their respective powers to ensure that the Headquarters are supplied with the necessary public utilities and services, including, without limitation by reason of this enumeration, electricity, water, sewerage, gas, post, telephone, internet, drainage, collection of refuse and fire protection, and that such public utilities and services are supplied on equitable terms.

2. In case of any interruption or threatened interruption of any such services, the appropriate authorities shall consider the needs of AFoCO as being of equal importance with the needs of other intergovernmental organizations in the Republic of Korea, and shall take steps accordingly to ensure that the functions of AFoCO are not prejudiced.

3. The Executive Director of AFoCO shall, upon request, make suitable arrangements to enable the appropriate public service bodies to inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers within the Headquarters under conditions that shall not unreasonably disturb the functions of AFoCO.

## **Article 6**

### **Archives**

The archives of AFoCO belonging to it or in its possession shall be inviolable wherever located.

## **Article 7**

### **Property**

1. AFoCO and its property, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except in so far as in any particular case the Executive Director of AFoCO has expressly waived its immunity. Waiver of such immunity shall not be held to imply waiver of immunity in respect of the execution of a judgment, for which a separate waiver shall be necessary. Without prejudice to the preceding sentence, it is understood that, as a practical matter, the Government cannot prevent all attempts at service of process in the premises. In case AFoCO initiates a legal process, waiver of immunities in respect not only of that legal process but also of the execution of a judgment thereof is presumed.

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

3. Immunity from the jurisdiction of the Republic of Korea in respect of civil and administrative proceedings shall not be granted in relation to a contract, or a civil action for damages arising from an accident caused by a motor vehicle, vessel or aircraft used or owned by AFoCO and/or its staff, where those damages are not recoverable from insurance.

4. Without being restricted by financial controls, regulations or moratoria of any kind, AFoCO may:

a) hold funds, gold or currency of any kind and operate accounts in convertible currencies; and

b) transfer its funds, gold or currency to and from the Republic of Korea or within the Republic of Korea and convert them into other freely convertible currencies.

## **Article 8**

### **Communications and Publications**

1. All official communications directed to AFoCO, or to any of its staff, and all outward official communications of AFoCO, by whatever means or in whatever form transmitted, shall not be subject to censorship or any other form of interference.

2. AFoCO may produce research reports as well as academic publications within the fields of its functions and activities. It is, however, understood that AFoCO shall abide by the laws of the Republic of Korea concerning intellectual property rights in the Republic of Korea and the related international conventions.

## **Article 9**

### **Transit and Sojourn**

1. The Government shall take the necessary measures to facilitate the entry into, sojourn within and exit from the Republic of Korea of the following persons:

a) the Executive Director and staff of AFoCO, as well as their spouses and dependent relatives in accordance with the legislation of the Republic of Korea; and

b) other persons invited by AFoCO on official business.

2. The appropriate authorities shall grant facilities for speedy travel to the persons referred to in paragraph 1. Visas, when required, shall be issued as promptly as possible.

3. The persons referred to in paragraph 1 shall hold a personal identity card or official letter of invitation issued by AFoCO.

4. The Executive Director of AFoCO shall communicate the names of the persons referred to in paragraph 1 to the Government within a reasonable time prior to their arrival, as well as promptly inform the Government of the departure of such persons, to the extent practicable.

## **Article 10**

### **Exemption from Taxes**

1. AFoCO and its property, assets and income shall be:
  - a) exempt from all direct taxes except those which are, in fact, no more than charges for public utility services; and
  - b) exempt from customs duties, prohibitions and restrictions on imports and exports in respect of articles of any kind imported or exported by AFoCO for its official use, except for prohibitions and restrictions on imports or exports relating to health, safety, animal and plant quarantine measures. It is understood, however, that articles imported under such exemption shall not be sold in the Republic of Korea except under conditions agreed with the appropriate authorities in advance.
2. AFoCO shall not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property that form part of the price to be paid. Nevertheless, when AFoCO is making important purchases for official use of property on which such duties and taxes have been charged or are chargeable, the appropriate authorities shall, whenever possible, make appropriate administrative arrangements for the remission or return of the amount of the duty or tax.

## **Article 11**

### **Executive Director and Staff of AFoCO**

1. The Executive Director and the staff of AFoCO shall enjoy, within and with respect to the Republic of Korea, the following privileges and immunities:



- a) immunity from every form of legal process in respect of acts done by them in the exercise of their functions, including words spoken or written, and all acts performed by them in their official capacity;
- b) immunity from inspection and from seizure of official baggage except in doubtful cases;
- c) exemption from taxation on salaries and emoluments paid to them by AFoCO;
- d) immunity from immigration restrictions and alien registration, together with their spouses and relatives dependent on them in accordance with the legislation of the Republic of Korea;
- e) the right to import, free of duty, furniture and household goods for their personal use at the time of first taking up their post in the Republic of Korea;
- f) in respect of exchange facilities, treatment not less favorable than that accorded to officials of comparable rank of any other international organizations or of diplomatic missions posted to the Republic of Korea; and
- g) the same repatriation facilities in times of international crisis as diplomatic envoys, together with their spouses and dependent relatives.

2. AFoCO shall communicate in writing to the Government, from time to time, a list of its Executive Director and staff members, and their spouses and dependent relatives, and any changes thereto. Whenever the Executive Director or any staff member of AFoCO begins or ends his/her service with AFoCO, AFoCO shall notify the Government of the fact without delay.

3. Dependents of the Executive Director and staff whose duty station is in the Republic of Korea shall be allowed to take up employment in the Republic of Korea after consultation with appropriate authorities.

4. The appropriate authorities, after receiving the relevant information from AFoCO, shall issue to the Executive Director and staff of AFoCO, and their spouses and dependent relatives who are entitled to privileges and immunities and facilities, identity cards specifying the holders' status.

5. Immunity from legal process shall not apply to the civil and administrative jurisdiction of the Republic of Korea, in relation to an action for damages arising from an accident caused in the Republic of Korea by a motor vehicle, vessel or aircraft owned or operated by the persons concerned, where those damages are not recoverable from insurance.

## **Article 12**

### **AFoCO Assembly Representatives**

1. The Assembly Representatives, while exercising their functions and during their journeys to and from sessions, shall enjoy the following privileges and immunities:

a) immunity from personal arrest or detention and from seizure of their personal baggage;

b) except as provided in paragraph 2, 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 shall continue to be accorded notwithstanding that the persons concerned are no longer engaged in the performance of such functions;

c) inviolability of all papers and documents;

d) exemption with respect to immigration restrictions, alien registration and national service obligations in the Republic of Korea when they are visiting or passing through in the exercise of their functions;

e) the same facilities with respect to currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions; and

f) the same immunities and facilities with respect to their personal and official baggage as are accorded to diplomatic envoys, pursuant to security measures that the Republic of Korea may apply according to international law.

2. Immunity from legal process shall not apply to the civil and administrative jurisdiction of the Republic of Korea in relation to an action for damages arising from an accident caused by a motor vehicle, vessel or aircraft used or owned by the persons concerned, where those damages are not recoverable from insurance.

### **Article 13**

#### **Experts on Missions**

1. Experts on mission acting on behalf of AFoCO shall enjoy the following privileges and immunities:

a) immunity from personal arrest or detention or seizure of their personal baggage;

b) 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 shall continue to be accorded notwithstanding that the persons concerned are no longer engaged in the performance of such functions;

c) inviolability of all official papers and documents relating to the work on which they are engaged for AFoCO; and

d) the same facilities with respect to currency or exchange restrictions as are accorded to officials of foreign governments on temporary official missions.

2. Immunity from legal process shall not apply to the civil and administrative jurisdiction of the Republic of Korea in relation to an action for damages arising from an accident caused in the Republic of Korea by a motor vehicle, vessel or aircraft owned or operated by the persons concerned, where those damages are not recoverable from insurance.

3. AFoCO shall notify the Government of the appointment of an expert on mission and when an expert on mission has completed his/her assignment for AFoCO.

4. AFoCO shall give to the expert on mission a document certifying that he/she is travelling on the business of AFoCO.

#### **Article 14**

##### **Privileges and Immunities and the Waiver Thereof**

1. The privileges and immunities provided in this Agreement are conferred in the interest of AFoCO and not for the personal benefit of the individuals themselves. The following authorities have the right and the duty to waive immunity whenever it would impede the course of justice, without prejudice to the interests of AFoCO:

- a) the Parties of AFoCO, with respect to their respective Assembly Representatives, the Executive Director of AFoCO, and AFoCO itself; and
- b) the Executive Director of AFoCO, with respect to the staff of AFoCO and experts on mission.

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

#### **Article 15**

##### **Korean Nationals and Permanent Residents**

A person who is a national or permanent resident of the Republic of Korea shall not enjoy the privileges and immunities set out in this Agreement.

## **Article 16**

### **Respect for Local Laws and Regulations**

1. AFoCO, the Executive Director and staff shall cooperate at all times with the appropriate authorities 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 and immunities provided for in this Agreement.
2. Without prejudice to the privileges and immunities conferred by this Agreement, it is the duty of all persons enjoying such privileges and immunities to observe the laws and regulations of the Republic of Korea. Such persons also have a duty not to interfere in the internal affairs of the Republic of Korea.
3. If the Government believes that there has been an abuse of a privilege or immunity granted under this Agreement, consultations shall be held between the Government and the Secretariat to determine whether any such abuse has occurred and, if so, to ensure that no repetition of such abuse occurs.
4. AFoCO shall not allow its Headquarters to become a refuge from justice or be used to harbor persons who are avoiding arrest or service of legal process or who are subject to extradition or deportation.

## **Article 17**

### **Settlement of Disputes with Third Parties**

AFoCO shall make provisions for appropriate methods of settlement of:

- a) disputes arising out of contracts and other disputes of a private character to which AFoCO is party, including appropriate procedures for the settlement of disputes with all persons employed by AFoCO; and
- b) disputes involving persons mentioned in this Agreement who by reason of their official position enjoy immunity, if such immunity has not been waived pursuant to the provisions of Article 14 of this Agreement.

## **Article 18**

### **Settlement of Disputes Between the Government and AFoCO**

1. Any dispute between the Government and AFoCO concerning the interpretation or application of this Agreement or any question affecting the Headquarters or the relationship between the Government and AFoCO, which is not settled by negotiation or other agreed mode of settlement, shall be referred to arbitration by a tribunal composed of three arbitrators: one to be appointed by the Government, one to be appointed by the Executive Director of AFoCO and the third, who shall be the chairperson of the tribunal, to be appointed by the first two arbitrators. Should the first two arbitrators fail to agree upon the third within six months of the date on which both of them were appointed, such third arbitrator shall be appointed by the President of the International Court of Justice at the request of either side.
2. The procedure of the arbitration shall be fixed, in consultation with the Government and AFoCO, by the arbitrators, and the expenses for the arbitration shall be borne by the two sides as assessed by the arbitrators.
3. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Government and AFoCO as the final adjudication of the dispute.

## **Article 19**

### **Final Provisions**

1. This Agreement shall enter into force on the date when the Government and AFoCO have notified each other of the completion of their respective internal procedures for the entry into force of this Agreement. The date of receipt of the last notification shall be deemed to be the date of the entry into force of this Agreement.
2. Consultations with respect to the amendment of this Agreement shall be held at the request of either the Government or AFoCO. Any amendments may be made by mutual written consent of the Government and AFoCO.

3. This Agreement may be terminated by mutual written consent of the Government and AFoCO.

4. In the event that the Headquarters of AFoCO are moved from the Republic of Korea, this Agreement shall cease to be in force on the date when the normal cessation of the remaining activities of the Headquarters and the subsequent disposal of its property in the Republic of Korea have been completed, provided that all such activities and disposal of property are completed in the six-month period after such decision to move the Headquarters.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by the Government and AFoCO, respectively, have signed this Agreement.

Done in duplicate at Seoul, on 23 December 2020, in the English language.

FOR THE ASIAN FOREST  
COOPERATION ORGANIZATION



FOR THE GOVERNMENT OF  
THE REPUBLIC OF KOREA





MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF KOREA

OZT-2257

The Ministry of Foreign Affairs of the Republic of Korea presents its compliments to the Asian Forest Cooperation Organization and has the honor to refer to *the Headquarters Agreement between the Government of the Republic of Korea and the Asian Forest Cooperation Organization*, which was signed at Seoul on 23 December 2020 (hereinafter the “Agreement”).

In accordance with Article 19 of the Agreement, the Ministry has further the honor to notify the Asian Forest Cooperation Organization that the Government of the Republic of Korea has completed its internal procedures for the entry into force of the Agreement.

The Ministry of Foreign Affairs of the Republic of Korea avails itself of this opportunity to renew to the Asian Forest Cooperation Organization the assurances of its highest consideration.

Seoul, July 2, 2021





DATE: 2021.07.02

REF.NO.: SO-173

Excellency,

The Asian Forest Cooperation Organization presents its compliments to the Ministry of Foreign Affairs of the Republic of Korea, and has the honor to refer to the Note Verbale with reference number OZT-2257 dated 2 July 2021 regarding the notification on the completion of the internal procedure of the Republic of Korea for the entry into force of the *Headquarters Agreement between the Government of the Republic of Korea and the Asian Forest Cooperation Organization*, which was signed at Seoul on 23 December 2020 (hereinafter the "Agreement").

In accordance with Article 19 of the Agreement, the Asian Forest Cooperation Organization has the honor to notify the Ministry of Foreign Affairs of the Republic of Korea that the Asian Forest Cooperation Organization has completed its internal procedure for the entry into force of the Agreement.

In further reference to the aforementioned Article, the date of receipt of the last notification shall be deemed to be the date of the entry into force of this Agreement. Therefore, the Agreement duly enters into force on 2 July 2021 in which the Ministry of Foreign Affairs of the Republic of Korea and the Asian Forest Cooperation Organization received respective notifications.

The Asian Forest Cooperation Organization avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Korea the assurances of its highest consideration.

  


Ricardo L. Calderon  
Executive Director

Ministry of Foreign Affairs of the Republic of Korea,  
Seoul