

**Agreement between the Government of the Republic of Bulgaria
and the World Organisation for Animal Health
concerning the OIE Regional Representation
for Eastern Europe**

The Government of the Republic of Bulgaria, hereinafter referred to as “the Government”, and the World Organisation for Animal Health, hereinafter referred to as “the OIE”;

Considering the International Agreement, signed in Paris on 25 January 1924, for the creation of the OIE under the name of “Office International des Epizooties”;

In view of Resolution No. XIX of 19 May 1995 of the International Committee of the OIE concerning the Mandate and Rules for OIE Regional Representations;

In view of the Decision of the International Committee of the OIE in May 1994 instituting an OIE Regional Representation for Eastern Europe;

Believing that in Bulgaria the OIE Regional Representation for Eastern Europe should enjoy the privileges and immunities generally accorded to the representations of intergovernmental organisations on the territory of the Republic of Bulgaria;

Wishing to conclude an Agreement for this purpose;

Have agreed as follows:

Article 1

With the agreement of the Government of the Republic of Bulgaria, the OIE establishes and maintains a Regional Bureau for Eastern Europe in Sofia. The headquarters of the OIE Regional Representation for Eastern Europe shall comprise the premises that it occupies at present or at any future date for its activities, with the exception of premises used as living quarters by its staff.

Article 2

The OIE Regional Representation for Eastern Europe shall possess legal personality on the territory of Bulgaria. It shall have the capacity to enter into contracts, to acquire and dispose of movable and immovable property connected with its activities, and to be party to judicial proceedings.

Article 3

The Government shall grant the OIE Regional Representation for Eastern Europe privileges, immunities, facilities and preferential tariffs that are not lower than those accorded to the representation of any other intergovernmental organisation accredited in Bulgaria.

Article 4

The OIE Regional Representation for Eastern Europe shall enjoy immunity from legal process, except in the cases specified below:

- a) A civil suit based on contractual obligations incumbent upon the Representation;
- b) A similar claim for damages arising from an accident caused by a motor vehicle belonging to the Representation or used on its behalf, or from a violation of road traffic regulations involving a motor vehicle belonging to the Representation or used on its behalf;

c) A counter claim;

Article 5

The privileges and immunities under the present Agreement are granted for the smooth functioning of the Representation. The International Committee or the Director General of the OIE may expressly waive the Representation's immunity from legal process in certain cases. The Representation will co-operate with the departments of the Bulgarian government with a view to facilitating the proper administration of justice, ensuring the application of administrative regulations and avoiding any abuse of the privileges, immunities and facilities listed in the present Agreement.

Article 6

The property and assets of the OIE Regional Representation for Eastern Europe allocated to its official activity shall be immune from seizure, confiscation, requisition, expropriation, or any other form of administrative or judicial constraint.

The provisions of the preceding paragraph shall not apply if such measures are temporarily necessary in order to prevent accidents involving motor vehicles belonging to the Representation or used on its behalf, and in order to conduct enquiries in connection with such accidents.

Article 7

The archives of the OIE Regional Representation for Eastern Europe and, in general, all official documents belonging to or held by it, in whatever form, shall be inviolable wherever they are located.

Article 8

The inviolability of the official correspondence of the OIE Regional Representation for Eastern Europe shall be guaranteed.

Article 9

The OIE Regional Representation for Eastern Europe may, without being subject to any financial controls, regulations or moratoria:

- a) Receive and hold funds and foreign exchange of all kinds and operate accounts in any currency, in compliance with local requirements;
- b) Freely transfer its funds and foreign exchange within Bulgarian territory and from Bulgaria to other countries, and vice versa;
- c) To the accounts of the Regional Representation in the Republic of Bulgaria may only be transferred amounts corresponding to compensation and indemnities for Bulgarian employees, insurance indemnities, tax refunds and any other forms of compensation provided by law.

In exercising its rights under this article, the OIE Regional Representation for Eastern Europe shall take account of all representations made to it by the Government of the Republic of Bulgaria.

Article 10

The OIE Regional Representation for Eastern Europe, its assets, income and other property shall be exempt from all direct and indirect taxation. This exemption shall not apply to any commercial activities of the Representation.

Article 11

The staff of the OIE Regional Representation for Eastern Europe shall enjoy immunity of office and shall be exempt from all taxes on salaries and emoluments paid by the OIE.

Article 12

In addition to the privileges and immunities granted by Article 12, the Regional Representative, as head of the Representation, shall, with regard to his status, and the status of his spouse, and his children under the legal age of majority, be accorded the privileges, immunities, exemptions and facilities granted, in accordance with international law, to diplomatic agents.

The Regional Representative, if he is not a citizen of the Republic of Bulgaria, shall be exempt from any property tax in respect of his main residence.

The Government of the Republic of Bulgaria shall not be bound to grant the privileges and immunities mentioned in Articles 11 and 12 to its own nationals or to permanent residents in Bulgaria.

Article 13

The provisions of the present Agreement shall not in any way affect the right of the Government of the Republic of Bulgaria to take measures it considers useful to safeguard national security or maintain law and order.

Article 14

Any dispute between the Government of the Republic of Bulgaria and the OIE concerning the interpretation or application of the terms of the present Agreement that cannot be settled by negotiation between the two Parties shall, unless the Parties decide otherwise, be submitted at the request of one of the Parties to arbitration, as provided for in Appendix A of the present Agreement.

Article 15

The present Agreement is concluded for an initial period of three years. After it has been signed, it shall come into force the day after notification by the Bulgarian Party that the procedure for the ratification of the Agreement by the National Assembly of the Republic of Bulgaria has been duly implemented. It shall be renewed annually by tacit agreement, unless terminated by either Party. It shall automatically cease to operate should the headquarters of the OIE Regional Representation for Europe be established outside Bulgarian territory.

Article 16

The present Agreement is concluded in two copies, in the Bulgarian language and in the French language, both equally authentic.

Signed in Paris on 19 December 2008

For the Government of the Republic of
Bulgaria:

For the World Organisation for Animal
Health:

Appendix A

Arbitration Procedure

Unless the parties in the dispute decide otherwise, the arbitration procedure laid down in the present Appendix shall be applied.

The arbitration tribunal shall be composed of three members, one appointed by the World Organisation for Animal Health, and proposed by its Director General, one appointed by the Government of the Republic of Bulgaria, and the third, who shall chair the tribunal, appointed by common consent by the other two arbitrators. The third arbitrator shall not be or ever have been an agent of the Organisation.

The request instituting proceedings shall name the arbitrator appointed by the requesting Party, and the defending Party shall communicate the name of its arbitrator to the other Party within two months of the date of receipt of the request. Should the defending Party fail to name its arbitrator within the stipulated period of time, or should the two arbitrators be unable to agree on the choice of a third arbitrator within two months of the appointment of the defending Party's arbitrator, the Secretary General of the Permanent Court of Arbitration shall appoint the defending Party's arbitrator or the third arbitrator, as the case may be, within two months of being so requested by the more diligent Party.

The decisions of the arbitration tribunal shall be binding on the Parties. Each Party shall be financially responsible for the cost of its own arbitrator and half the other costs. In all other matters, the arbitration tribunal shall decide its own procedure.