

**Arrangement
Between
The Government of Australia
And
The International Committee of the Red Cross ("ICRC")
On a Regional Headquarters in Australia**

The Government of Australia and the International Committee of the Red Cross ("the Parties")

Considering the work done by the ICRC in providing, without discrimination, protection and assistance with a view to relieving human suffering,

Bearing in mind the wish expressed by the ICRC to establish a delegation to carry out the humanitarian tasks entrusted to it under the 1949 Geneva Conventions and the 1977 Additional Protocols, to which Australia is a party, and the Statutes of the International Red Cross and Red Crescent Movement,

Have reached the following understandings:

1. Status of the ICRC

The status of the ICRC in Australia will be comparable to that of an intergovernmental organisation.

2. Juridical Personality

The Government of Australia will confer upon the ICRC juridical personality and such legal capacities as are necessary for the exercise of the powers, and the performance of the functions, of the organisation.

3. Immunity of the ICRC, its Property and Assets

1. The ICRC, its property and assets, wherever located and by whomsoever held, will enjoy immunity from every form of legal process, except insofar as in any particular case the ICRC has expressly waived its immunity.

2. The immunity from suit and from other legal process conferred by paragraph 3.1 on the ICRC does not extend to immunity from a suit or other legal process:

(a) for the recovery of damages in respect of any damage, injury or death resulting from an accident in which a motor vehicle owned by, or operated on behalf of, the ICRC was involved;

(b) in relation to:

- (i) any contract entered into by the ICRC for the supply of goods or services;
- (ii) any loan, or other transaction for the provision of finance, by or to the ICRC; or
- (iii) any contract of guarantee or indemnity to which the ICRC is a party;

(c) by way of, or in relation to, a counter-claim made against the ICRC by a party to proceedings instituted by the ICRC; or

(d) in respect of the attachment, in accordance with a final order of a Court, of any amount payable as salary, wages or other remuneration by the ICRC to any person who holds an office in the ICRC or any expert assisting the ICRC.

4. Inviolability of ICRC Premises, Property and Assets

1. The premises of the ICRC will be inviolable. The property and assets of the ICRC, wherever located and by whomsoever held, will be immune from search, requisition, confiscation, or expropriation.
2. No authorities of the Government of Australia will enter the premises of the ICRC to perform any duties therein without the consent of, and under conditions agreed to by, the ICRC. Such consent will however be deemed to have been provided in the case of fire or other emergency requiring immediate protective action.

5. Inviolability of ICRC Archives

The ICRC's archives and, in general, all documents belonging to it or held by it, will be inviolable, wherever located.

6. Communications

1. The ICRC will enjoy in Australia for its official communications treatment not less favourable than that accorded by the Government to any other international organisation or diplomatic mission, in the matter of priorities, rates and surcharges, taxes, fees and surcharges on mail, cables, telegrams, telexes, radiograms, telefax, telephone and other means of communications, apparatus licence taxes and charges, and press rates for information to the press and radio.
2. All official correspondence and other official communications to and from the ICRC premises by whatever means or in whatever form transmitted will be immune from censorship.
3. The ICRC will have the right in Australia to use codes and to dispatch and receive correspondence and other communications either by courier or in sealed bags which will

have immunities and privileges not less favourable than those accorded to diplomatic couriers and bags.

4. Subject to compliance with applicable Australian laws and regulations, the ICRC may operate a corporate network between its offices within and outside Australia for voice and data services and may install and operate in Australia point-to-point telecommunication facilities and other communication and transmission facilities as may be necessary to facilitate communications with the ICRC's premises both from within and outside Australia.

7. Financial Resources of the ICRC

1. The ICRC may hold national or foreign currency and other financial assets, and operate accounts in any currency, without being subject to the laws and regulations governing exchange control and related matters.

2. The ICRC may freely transfer funds in national or foreign currency to, from and within the country, and convert such assets freely into other currencies.

8. Exemption from Customs Duties

1. The ICRC will be exempt from customs duties or any equivalent charge and from restrictions and prohibitions on the import, export or transit through Australia of articles (including ICRC publications and audio-visual materials) for official use and of articles intended for ICRC assistance programmes within Australia or in another country.

2. Nothing in this Arrangement affects the application of any law of the Commonwealth or of a Territory of the Commonwealth relating to quarantine, or prohibiting or restricting the importation into, or the exportation from, Australia or that Territory, as the case may be, of any animals, plants or goods but this paragraph does not prejudice the immunity from suit or from civil or criminal process conferred by this Arrangement.

9. Status of Delegates of the ICRC

1. In respect of acts and things done in his or her capacity as a Delegate of the ICRC, a Delegate will be immune from suit and from other legal process and, for the avoidance of doubt, may not be called as witness in respect of acts and things done in his or her capacity as a Delegate, even after he or she has left the services of the delegation.

2. Delegates of the ICRC and their families will be exempt for the application of laws relating to national service obligations. Such exemption will not, however, apply to nationals of Australia. Should Delegates who are nationals of Australia be called for national service, the Government will endeavour to grant deferment when, in the opinion of the ICRC, serious disruption to essential ICRC operations may occur.

3. The ICRC will inform the competent authorities of arrivals in and departures from the country, and of the titles and functions of staff working in Australia.
4. When first taking up a post in Australia, Delegates of the ICRC will have the right to import their personal effects duty free, and to export their personal effects duty free when leaving Australia on the termination of their function.
5. In the event of an international crisis, the Delegates of the ICRC will be granted repatriation facilities like those accorded to a diplomatic agent.
6. Delegates of the ICRC will benefit from the same privileges in respect of exchange facilities as are accorded to the members, of comparable rank, of diplomatic missions.
7. Delegates of the ICRC will be exempted from taxation on salaries and emoluments received from the ICRC. However, Australian citizens and permanent residents of Australia who are employed by the ICRC in Australia will not be exempted from taxation on salaries and emoluments received from the ICRC.
8. The ICRC and its personnel will respect the laws and regulations in force in Australia, as may be relevant before they enter, and from the moment they arrive in the country and may benefit from their protection.
9. The privileges, immunities, exemptions and facilities accorded in this Arrangement are granted in the interest of the ICRC and not for the personal benefit of the individuals themselves. Persons accorded privileges and immunities by way of this Arrangement are under a duty to obey the laws and regulations of Australia. The ICRC will waive the immunity accorded to any person if, in its opinion, such immunity would impede the course of justice and the waiver would not prejudice the purposes for which the immunities are accorded.
10. The ICRC will take every measure to ensure that the privileges, immunities, exemptions and facilities conferred by this Arrangement are not abused and for this purpose will establish such rules and regulations as it may deem necessary and expedient. There will be consultation between the Government and the ICRC, should the Government consider that an abuse has occurred.

10. ICRC Representatives on Temporary Mission

Representatives of the ICRC on temporary mission in Australia will, in respect of acts and things done in their capacity as such a representative, enjoy the same privileges and immunities as outlined in sub-paragraphs (1), (2), (5) and (6) of paragraph 9 of this Arrangement.

11. Confidentiality of ICRC Communications

The Government of Australia undertakes to respect the confidentiality of ICRC reports, correspondence and other communications. This includes an undertaking not to divulge their contents to persons and/or organisations other than the designated recipients and not using them in the course of legal proceedings without prior written authorisation from the ICRC.

12. Identity Document and Commission

1. Delegates of the ICRC and ICRC representatives on temporary mission will hold a document called "Identity document and commission", attesting to the bearer's status as an ICRC staff member.
2. The possession of such a document, however, will not remove the need for Delegates of the ICRC and ICRC representatives on temporary missions to hold an official or personal passport issued from their national authority as evidence of identity.
3. Delegates of the ICRC and ICRC representatives on temporary missions will be required to hold valid visas in order to travel to, enter and remain in Australia and will be required to comply with any visa restrictions or conditions.

13. Co-operation with the Host Country

1. The ICRC will co-operate with the authorities at all times with a view to preventing any form of abuse of the privileges, immunities and facilities provided for in this Arrangement.
2. The ICRC may waive the immunity granted to one of its Delegates in any case where, in its opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the ICRC.

14. Interpretation

This Arrangement will be interpreted in the light of its primary objectives, which are to enable the ICRC to assume its responsibilities, to discharge its duties and to carry out its programmes fully and efficiently.

15. Settlement of Disputes by Negotiation

1. Any dispute between the Parties arising out of the interpretation or application of this Arrangement will be settled by negotiation between the Parties.
2. The Parties will bear in mind the national interests of Australia and the interests of the ICRC related to its activities. They will do everything possible to see that disputes are

settled in good faith and equitably, and with the discretion essential to continued good relations between the Parties.

16. Amendments

This Arrangement may be amended at any time by the mutual written consent of the Parties.

17. Commencement

This Arrangement will come into effect on the date on which the Government of Australia notifies the ICRC that legislation giving effect to the relevant provisions of this Arrangement has commenced.

18. Termination

Either Party may terminate this Arrangement by providing the other Party with a minimum of six months' written notice.

SIGNED AT CANBERRA ON THURSDAY 24 NOVEMBER 2005 IN TWO ORIGINALS IN ENGLISH.

FOR THE GOVERNMENT OF
AUSTRALIA

FOR THE INTERNATIONAL
COMMITTEE OF THE RED CROSS

Michael L'Estrange
Secretary
Department of Foreign Affairs & Trade

Reto Meister
Delegate General for Asia and Pacific

Annex A

In addition to the privileges and immunities granted to the ICRC in this Arrangement, the Parties note that the Government of New South Wales has given its approval for the ICRC to be exempt from the following:

Duty on insurance taken out by or on behalf of the ICRC, not being a policy of life insurance under the *Duties Act 1997* (NSW);

Duty in respect of an application to register a motor vehicle in New South Wales, under the *Duties Act 1997* (NSW);

Pay-roll tax on the wages paid to employees engaged in the work of the ICRC.