



# **Headquarters Agreement**

**between**

**Federal Republic of Lostisland**

**and**

**World Fund for Development and Planning (WFDP)**

**On the Seat of WFDP in  
Federal Republic of Lostisland**

**Whereas** the government of **Federal Republic of Lostisland** (hereinafter referred to as the government) and **World Fund for Development and Planning** (hereinafter referred to as WFDP) are desirous of entering into an agreement regarding the seat of WFDP in Federal Republic of Lostisland.

**Whereas World Fund for Development and Planning WFDP** is an Intergovernmental organization subject to international law and public utility, holding diplomatic relations and both bilateral and multilateral treaties and conventions with multiple Sovereign States who are members of the United Nations, and has its own Credentials.

**Whereas** the government has offered to host the organization in **Federal Republic of Lostisland**.

**Now Therefore** the Government and **World Fund for Development and Planning WFDP** agree as follows:

### **Article I Definition**

For the purpose of agreement, the following expressions and terms shall have the meanings assigned to them hereunder.

**"Agreement"** means this agreement between Federal Republic of Lostisland and WFDP.

**" Authorities "** means such national, municipal, or other authorities in Federal Republic of Lostisland.

**" Headquarters of WFDP "** means the seat of WFDP including the buildings, offices, premises, structures, or portions thereof that at any given time are occupied or used by WFDP in the territory of Federal Republic of Lostisland.

**" International professional staff "** means officials recruited by WFDP from different countries except citizens of Federal Republic of Lostisland or any person ordinarily resident in Federal Republic of Lostisland.

**" Laws of Federal Republic of Lostisland "** **"includes** the constitution legislations, regulations, decrees, and orders issued by or under the authority of the government or of appropriate Federal Republic of Lostisland authorities.

**"Parties "** means the parties on whose behalf this agreement is signed.

**" Administrative Committee "** is the organ responsible for the supervision of the administration and management of WFDP.

**"Academic "** means the scientific Staff of WFDP established in accordance with the statute of WFDP.

**“Government ”** means the government of Federal Republic of Lostisland.

**“Host Country ”** means Federal Republic of Lostisland.

**" President"** means the President of all Diplomatic, Academic, and administrative officer of WFDP and the Official Representative for the organization worldwide.

**“Statute ”** means the basic legal instrument establishing WFDP to which any state may subscribe for purposes of recognition of its international status and functions, and for voluntary contributions.

**“Special Envoys”** means official envoys to represente the President for special files such as Special envoys and Ambassadors of peace and development.

## **Article II Purpose and Scope of the Agreement**

- 1- This agreement shall regulate matters relating to or arising out of the establishment and functioning of WFDP in Federal Republic of Lostisland, and its relationship with Federal Republic of Lostisland.
- 2- WFDP, its diplomatic missions and its officials shall respect the laws and regulations of the host country.
- 3- The establishment of a Regional Headquarters.

## **Article III International Legal Personality**

- 1- WFDP is granted with international legal and juridical personality in Federal Republic of Lostisland and shall have the capacity:
  - a- To enter into treaties & international agreements.
  - b- To contract.
  - c- To institute legal proceedings and participate in legal proceedings.
  - d- To acquire and dispose of immovable and movable property solely for the purposes of performing its functions.
- 2- For the purposes of this agreement President or his /her duly designated representative shall represent WFDP.

## **Article IV Headquarters, Premises and Facilities**

- 1- The government shall provide a suitable land for WFDP to construct its permanent structure at its own expense to be its headquarters, which shall be exclusively occupied by WFDP and its personal in accordance with this agreement pending the construction of permanent structure, the government shall provide suitable temporary premises for WFDP, for a period of three years only.

- 2- The government undertakes to assist WFDP, particularly while WFDP is in the temporary premises referred to above, water, electricity, telephone, fax, internet connections, and other facilities at rates or charges not less favorable than those charged to comparable consumers or users, and in the case of interruption or threatened interruption of service, to give, as far as within its powers, the same priority to the needs of WFDP as to international organizations.
- 3- All official business between the government and WFDP shall be conducted through the ministry of foreign affairs or such other government ministries that may be agreed upon between the parties.

### **Article V Immunity of Property, Funds and Assets of WFDP**

- 1- The headquarters of WFDP shall be inviolable and its property and assets shall be immune from search, requisition, confiscation, expropriation, and any other form of interference.
- 2- The archives of WFDP and in general all documents belonging to it shall be inviolable.
- 3- Officers or officials of the government whether administrative or judicial, shall not enter the headquarters to perform any official duties except with the consent of President or his / her representative.
- 4- Without prejudice to the provisions of this agreement, WFDP shall prevent the headquarters from becoming a refuge for persons who are avoiding arrest under any law of Federal Republic of Lostisland or who are endeavoring to avoid service of legal process.

### **Article VI Diplomatic Privileges and Immunities of President and Other Senior Officials of WFDP**

President of WFDP, its diplomatic missions, academic and administrative staff, special envoys, and its other senior officials in the academic and administrative positions shall be:

- a- Immune from legal process in respect of all acts performed by them in their official capacity.
- b- Immune from personal arrest and detention except those who are nationals.
- c- Exempt from taxation in respect of salaries and other emoluments paid to them by WFDP.
- d- Exempt from immigrations formalities and alien registration together with their spouses and their dependents who are not nationals or permanent residents of Federal Republic of Lostisland.
- e- Permanent freedom of travel movement and communication necessary for satisfactory performance of their duties under this agreement.
- f- Awarded together with their dependent's repatriation facilities in times of crisis and need.
- g- Exempted from national service obligations.
- h- Permitted to import items for personal use; at the time of first taking up their duties in Federal Republic of Lostisland, free of duty and other levies.

## **Article VII Purpose of Privileges and Immunities**

- 1- The privileges and immunities accorded to the officials of WFDP under this agreement are granted solely in the interest of WFDP and for the personal benefit of the persons involved, President of WFDP or his/ her representative shall have the duty to waive the immunity of any such persons in cases where such immunity would impede the course of justice and can be waived without prejudice to the interests of WFDP.
- 2- Nothing in this agreement shall be construed or interpreted in a manner that will be inimical to the interests of the government of Federal Republic of Lostisland, or to exempt anyone from personal responsibility for any civil or criminal act committed by him or her or permit any officials of WFDP and persons serving WFDP or participating in its programs and activities to interfere in the internal affairs of the government of Federal Republic of Lostisland.

## **Article VIII Exemption from Taxation and Custom Duties on Imports And Exports**

WFDP, its assets, income and other property in Federal Republic of Lostisland shall be:

- a- Exempt from all taxes levied by the government.
- b- Exempt from customs duties, on imports and exports in respect of Articles imported or exported for official use, it being understood however, that Articles imported under such exemption will not be sold in Federal Republic of Lostisland except under conditions agreed upon with the government.
- c- Exempt from duties on imports and exports in respect of its own publications or other publications donated to it by other institutions, and in respect of books, magazines, audiovisual materials, and other academic publications in general.

## **Article IX Financial Facilities**

Without being restricted by financial controls or regulations of any kind, WFDP may receive, purchase, hold and transfer funds or currencies of any kind and operate bank and similar accounts in any currency in territory of Federal Republic of Lostisland for the performance of its functions.

## **Article X Access and Residence**

- 1- the government undertakes:
- 2- a- To issue and replace entry and work permits free of charge to the diplomatic, academic, and administrative officials of WFDP who foreign nationals are.

- b- To issue dependents pass to the dependent spouses and children of the officials mentioned in paragraph 1. (a) above free of charge provided that such children are under twenty-one (21) years of age or not older than 24 years of age in case the child is a student admitted to an education institution.
  - c- To grant visas free of charge to the diplomatic, academic, and administrative officials of WFDP, special envoys, its and visiting professors, as well as to experts, consultants and scholars formally invited by WFDP to its headquarters on official business.
- 3- The government retains the right to withdrawal or cancel the permits granted to any person whose conduct is unsatisfactory. however, before ordering such withdrawal or cancellation, the government shall consult President of WFDP or his/her representatives.

### **Article XI Social Security and Pension Fund**

WFDP shall be exempt from all compulsory contributions, and its officials and other employees shall not be required by the government to participate in any social security scheme, except to those who are of Federal Republic of Lostisland nationality. notwithstanding the above, the government undertakes to facilitate the participation of WFDP officials in social security schemes should WFDP so request it.

### **Article XII Co- operation with the Government**

WFDP hereby agrees and undertakes to:

- a- Inform appropriate government authorities of the appointment and assignment of its diplomatic and administrative officials, visiting professors, and other scholars to its headquarters and, at the request of the government, provide information on officials assigned to other countries during their consultative visits to the headquarters.
- b- Take all reasonable steps to ensure that its diplomatic and administrative officials and visiting professors and other scholars or trainees invited by it to Federal Republic of Lostisland do not engage in activities that are incompatible with the aims and objectives of WFDP or in contravention of the customs, laws, and regulations of Federal Republic of Lostisland.

### **Article XIII Settlement of Disputes**

Any dispute that may arise between the government and WFDP with respect to the interpretation and / or application of this agreement shall be settled amicably through negotiations or other mode of settlement agreed between the parties.

## Article XIV WFDP Credentials

1. The government undertakes to recognize WFDP credentials such as its **WFDP Laissez-Passer (LP)** as a travel document for entry into the country and **WFDP Diplomatic ID cards** for identification purposes within the country.
2. The Immigration and Border Management Authorities shall allow entry and safe passage to WFDP Personnel entering the country with these credentials.

## Article XV Entry into Force, Amendment and Termination

- 1- This agreement shall enter into force on the date of its signature and may be revised, modified or amended from time to time by mutual consent of the parties including by exchange of notes, which then shall constitute part of this agreement.
- 2- Either party may terminate this agreement by giving the other party (12) months written notice of its intention to terminate.

**In Witness Whereof**, the undersigned, being duly authorized thereto by the government of Federal Republic of Lostisland and **World Fund for Development and Planning (WFDP)** respectively, have signed and sealed this agreement in the English language in two originals, both texts being equally authentic.

DONE at Federal Republic of Lostisland 31<sup>st</sup> of August 2023

**First Party:**

**Federal Republic of Lostisland**

**H.E. Yaroslav Mar**

Yaroslav Mar

**President**

**Second Party:**

**For World Fund for Development and Planning (WFDP)**

Ekrany Elzaghat

**Amb. Ekrany A. A. Ibrahim El Zaghat**

**President**

