HOST COUNTRY AGREEMENT

BETWEEN

THE GOVERNMENT OF THE KINGDOM OF NORWAY

AND

THE ARCTIC COUNCIL SECRETARIAT

ON THE LEGAL STATUS OF THE SECRETARIAT AND THE PRIVILEGES AND IMMUNITIES OF THE SECRETARIAT AND ITS STAFF MEMBERS
The Government of the Kingdom of Norway and the Arctic Council Secretariat

Referring to the Arctic Council Nuuk declaration dated 12 May 2011, including the decision to strengthen the capacity of the Arctic Council to respond to the challenges and opportunities facing the Arctic by establishing a standing Arctic Council Secretariat in Tromsø;

Noting that the establishment of the Secretariat will make the Arctic cooperation more coherent and efficient; and

Desiring to regulate the legal status of the Secretariat in Norway as well as the privileges and immunities of the Secretariat and its Staff members;

Have agreed as follows:

Article 1 Definitions

In the present Agreement,

a) “Government” means the Government of the Kingdom of Norway;

b) “Secretariat” means the Secretariat of the Arctic Council;

c) “Appropriate Authorities” means the national, provincial or local authorities of Norway;

d) “Director” means the Director appointed by the Senior Arctic Officials of the Arctic Council to head the Secretariat and during his or her absence, his or her authorized representative;

e) “Staff member” means the Director and all other persons appointed for employment with the Secretariat and subject to its Staff rules. For the purpose of this Agreement, the term “Staff member” does not include persons who are seconded, or perform part time work or temporary missions; or persons performing functions of a general and supportive character (e.g. clerical and technical work);

f) “Family members of a Staff member” means:
   • spouses and cohabitants;
   • unmarried dependent children under age 21 living together with the Staff member; and
   • unmarried dependent children under age 23 living together with the Staff member and who are in full-time attendance as students at a post-secondary educational institution;

g) “Official functions” means all activities undertaken pursuant to the Secretariat’s Terms of Reference including the Secretariat’s administrative functions; and

h) “Archives” means all correspondence, documents, manuscripts, photographs, computer data storage, films, recordings and any other records, in paper, electronic or any other form, belonging to or held by the Secretariat.
Article 2 Legal capacity of the Secretariat

The Secretariat has legal personality and capacity to perform its functions in Norway. It has, in particular, the capacity to contract, to acquire and dispose of movable and immovable property, and to institute and be a party to legal proceedings.

Article 3 Commercial activity

The Secretariat shall not engage in any commercial activity, or have such activity as a purpose.

Article 4 Location

The Secretariat shall be located in Tromsø.

Article 5 Flag and emblem

The Secretariat shall be entitled to display the Arctic Council's flag and emblem on the premises and means of transport of the Secretariat and of the Director.

Article 6 Immunity of the Secretariat

The Secretariat and its property and assets located in Norway shall enjoy immunity from every form of legal process, except:

1. in so far as in any particular case this immunity is expressly waived, it thereby being understood, however, that no waiver of immunity shall extend to any measure of execution; and

2. in the case of a civil action by a third party for damages arising from an accident caused by a motor vehicle belonging to, or operated on behalf of the Secretariat, or in the case of a motor traffic offence involving such a vehicle.

Article 7 Objective and waiver of privileges and immunities

1. Privileges and immunities provided for in this Agreement are granted to ensure the unimpeded functioning of the Secretariat and the complete independence of the persons to whom they are accorded. They are not granted for the personal benefit of the individuals themselves.

2. The Director shall have the right and the duty to waive the immunity of any Staff member in any case where, in his or her opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the Secretariat. Privileges and immunities of the Director and of the Secretariat can only be waived by the Arctic Council Senior Arctic Officials. Immunity should be waived where immunity would impede the course of justice and immunity can be waived without prejudice to the purpose for which they are accorded.
Article 8 Inviolability of premises

1. The premises of the Secretariat in Norway shall be inviolable.

2. The premises and the property and assets of the Secretariat in Norway shall be immune from search, requisition, confiscation, expropriation and any other form of interference whether by executive, administrative, judicial or legislative action.

3. The competent Norwegian authorities shall take appropriate measures for the protection of the premises of the Secretariat.

Article 9 Inviolability of archives

The archives of the Secretariat, and all its official documents in Norway, shall be inviolable.

Article 10 Exemption for the Secretariat from taxes and duties

1. Within the scope of the official functions of the Secretariat, its assets, income and property shall be exempt from taxes and duties to the extent that such exemption is granted by the Norwegian authorities to diplomatic missions in Norway pursuant to the relevant rules of the Vienna Convention on Diplomatic Relations.

2. The Secretariat shall be exempt from value added tax (VAT) for such acquisitions which are necessary for carrying out its official functions.

3. Goods acquired under the exemption referred to in paragraph 2 above shall not be sold or otherwise disposed of, except under conditions agreed with the appropriate authorities.

4. No exemption shall be accorded in respect of taxes and duties which relate to charges for public utility services rendered.

Article 11 Currency and exchange

The Secretariat shall be exempt from any currency or exchange restrictions, including those in respect of funds, currency and securities received, acquired, held or disposed of. The Secretariat may also operate, without restrictions, bank or other accounts for its official use in any currency, and have them transferred freely within Norway or to any other country.

Article 12 Communications

1. With regard to its official communications and the transfer of all its documents, the Secretariat shall enjoy treatment not less favourable than that generally accorded by the Government to any other government, including the latter's diplomatic mission, in the matter of priorities, rates and taxes on mails and all forms of telecommunications.
2. The Secretariat may employ any appropriate means of communication, including encrypted messages. The Government shall not impose any restriction on the official communications of the Secretariat or on the circulation of its publications.

3. The Secretariat may install and use radio transmitters with the consent of the Government.

4. Official correspondence and other official communications of the Secretariat are not subject to censorship and shall enjoy all the guarantees established by Norwegian domestic law.

Article 13 Publications

The importation and exportation of the Secretariat's publications and other information material imported or exported by the Secretariat within the scope of its official functions shall not be restricted in any way.

Article 14 Staff members

1. Within the framework of Article 1 (e), the individual contract of employment shall determine whether a particular employee shall be considered a Staff member for the purpose of this agreement.

2. Staff members shall be accorded immunity from every form of legal process in respect of words spoken or written and all acts performed by them in their official capacity.

3. No immunity from legal process shall apply in the case of a motor traffic offence committed or damage caused by a motor vehicle belonging to or driven by a Staff member.

4. Staff members and their accredited family members who are not of Norwegian nationality or who, at the time of taking up their post, are not permanent residents in Norway shall:
   a) be exempt from any obligations in respect of military service;
   b) be exempt from all measures restricting immigration;
   c) be accorded the same privileges in respect of facilities regarding the exchange of currency as are accorded to diplomatic agents accredited to Norway; and
   d) be given the same repatriation facilities in time of international crisis as diplomatic agents accredited to Norway.

5. Staff members who are not of Norwegian nationality or who, at the time of taking up their post, are not permanent residents in Norway shall:
   a) have the right to import free of duty furniture and personal effects that they have owned, possessed or ordered before taking up their posts and that are intended for their personal use. Such goods shall normally be imported within three months of the first entry into Norway, but in exceptional circumstances an extension of this period may be granted. This privilege shall be
subject to the same conditions governing the disposal of goods imported into Norway free of
duty as are accorded to diplomatic agents accredited to Norway; and,
b) have the right to import one motor vehicle at the time of their arrival, and one once every
three years, free of duty it being understood that no permission to sell or dispose of the
vehicle in the open market shall normally be granted until three years after its importation.

Article 15 Income tax

1. The Staff members who are not Norwegian nationals or who, at the time of taking up their
posts are not residents for tax purposes in Norway, shall be exempt from taxation in Norway
on salaries and emoluments paid by the Secretariat. These Staff members shall, however, be
subject to an internal fee imposed by the Secretariat on salaries and emoluments paid by the
Secretariat.

2. Such salaries and emoluments shall be exempt from Norwegian income tax from the date as
of which this fee is applicable but the Government shall retain the right to take these salaries
and emoluments into account for the purpose of assessing the amount of taxation to be
applied to income from other sources.

3. A Staff member who is present in Norway for a period or periods not exceeding in the
aggregate 183 days in any twelve month period commencing or ending in the fiscal year
concerned shall not be liable to pay the internal fee and shall pay only that part of the internal
fee which is compatible to relevant Norwegian social security contributions.

4. The amount of the fee imposed by the Secretariat shall be compatible to the relevant
Norwegian income tax level including social security contributions as reflected in the Financial
rules and Staff rules of the Secretariat.

5. The fee imposed by the Secretariat shall be used exclusively for covering expenses of the
official functions of the Secretariat and for compulsory contributions to the social security
scheme for the Staff members.

6. The provisions of this Article shall not apply to the payment of pensions and annuities to the
former Staff members.

Article 16 Social security

1. All Staff members and their accredited family members shall be covered by the Norwegian
social insurance scheme subject to the payment of ordinary social security contributions in
Norway.

2. The Secretariat shall arrange such affiliation of the Staff members to the Norwegian social
insurance scheme. The Secretariat undertakes to ensure that employers’ contributions and
contributions from the Staff members concerned are paid as required under the National
Insurance Act.
Article 17 Notification of appointments, identity cards and fixed term appointments

1. The Secretariat shall notify the Government of the appointment of a Director and the date when he or she is to take up or relinquish the post.

2. The Secretariat shall notify the Government when a Staff member takes up or relinquishes his or her post.

3. The Secretariat shall twice a year send to the Government a list of Staff members and the members of their families in Norway. In each case the Secretariat shall indicate whether such persons are nationals or permanent residents of Norway.

4. The Government shall issue to all Staff members as soon as practicable after notification of their appointment, a card bearing the photograph of the holder and identifying him or her as a Staff member as the case may be. This card shall be accepted by the appropriate Authorities as evidence of identity and appointment. The members of their families shall also be issued with an identity card. When the Staff member relinquishes his or her duties, the Secretariat shall return to the Government his or her identity card together with identity cards issued to members of his or her family.

5. Appointments for Staff members shall be offered for a period of up to four years, and with the possibility of prolongation for up to four years.

Article 18 Norwegian law

Without prejudice to their privileges and immunities, the Secretariat and all persons enjoying privileges and immunities under this Agreement shall respect the laws and regulations of Norway.

Article 19 Audit

The accounts of the Secretariat shall annually be subject to an audit by an independent external auditor. The auditor's report should be made available to the Government.

Article 20 Co-operation

The Secretariat shall cooperate at all times with the appropriate authorities in Norway in order to prevent any abuse of the privileges, immunities and facilities provided for in this Agreement.

Article 21 Consultation

Any disagreement between the Secretariat and the Government arising out of the interpretation or application of the present Agreement or any supplementary arrangement or agreement shall be settled by negotiations.

Article 22 Entry into force

This Agreement shall enter into force upon signature.
Article 23 Amendments

Consultations with respect to the modifications or amendments of this Agreement shall be entered into at the request of the Government or the Secretariat. Any modification or amendment shall be made by written agreement.

Article 24 Termination

This Agreement shall cease to be in force:

a) by mutual consent between the Government and the Secretariat, or

b) if the Secretariat is removed from the territory of Norway, after a period reasonably required for such removal and the disposal of the property of the Secretariat in Norway.

IN WITNESS WHEREOF the undersigned, duly authorised thereto, have signed this Agreement.

Done at Tromsø, on the 21st January 2013 in duplicate in the English language

For the Government of the Kingdom of Norway

For the Arctic Council Secretariat

[Signatures]