

Agreement
between the Centre for Humanitarian Dialogue
and
the Swiss Federal Council
regarding the Centre's privileges and immunities
in Switzerland

The Centre for Humanitarian Dialogue (the Centre),

on the one hand,

and

The Swiss Federal Council,

on the other hand,

Wishing to conclude an Agreement regarding the Centre's privileges and immunities in Switzerland,

Have agreed on the following:

Art. 1 Freedom of action

1. The Swiss Federal Council guarantees the independence and freedom of action of the Centre for Humanitarian Dialogue.
2. It grants it absolute freedom of assembly, comprising the freedom of discussion, of decision and of publication on Swiss territory.

Art. 2 Inviolability of the archives and documents

The archives of the Centre and, in general, all the documents, as well as the data carriers which belong to it or which are in its possession, are inviolable at all times and wherever they may be.

Art. 3 Tax regime

1. The Centre, its properties, as well as its revenues and other assets are exempted from direct federal, cantonal and municipal taxes. However, for buildings, this exemption only applies to those which the Centre owns and which are used by its services, as well as to the ensuing revenues.
2. The Centre is exempted from the indirect federal, cantonal and communal taxes.

3. The Centre is exempted from the Value Added Tax (VAT) for all its acquisitions of goods and services rendered on the Swiss territory to taxable persons, as well as for all its acquisitions of services rendered to companies having their main offices abroad, and exclusively intended for its official use.
4. The Centre is not exempted from import duties (custom duties, VAT, etc.) for imported goods.
5. The Centre is exempted from all the federal, cantonal and communal taxes, as long as they are not taxes levied as remuneration for particular services rendered.
6. Exemption from VAT is granted upon request made by the Centre by means of relief at source and, exceptionally, by means of reimbursement in accordance with Swiss legislation. If applicable, the other above-mentioned exemptions shall be made by means of reimbursement, upon request made by the Centre and following a procedure to be determined by the latter and by the competent Swiss authorities.

Art. 4 Foreign staff

The Federal Council exempts the Centre from the conditions of admission of foreigners which are stipulated in the Federal Law on Foreigners, in accordance with Article 43, paragraph 1, letter h, of the Ordinance on Admission, Stay and Gainful Employment (OASGE).

Art. 5 Prevention of abuses

1. The Centre and the competent Swiss authorities shall cooperate at all times in order to facilitate a proper administration of justice, ensure the respect of police regulations and prevent any abuse of the privileges and immunities stipulated in this Agreement.
2. Nothing in this Agreement may adversely effect Switzerland's international obligations.

Art. 6 Non-responsibility of Switzerland

Switzerland shall not incur, due to the Centre's activity on its territory, any international responsibility whatsoever for actions and omissions of the Centre or its staff.

Art. 7 Switzerland's security

1. The competence of the Swiss Federal Council to take all necessary measures to safeguard Switzerland's security is reserved.
2. In the event it considers it necessary to apply paragraph 1 of this Article, the Swiss Federal Council shall enter into contact, as rapidly as circumstances permit, with the Centre in order to decide, by mutual agreement, on the necessary measures to protect the Centre's interests.
3. The Centre collaborates with the Swiss authorities in order to avoid any adverse effect to Switzerland's security due to its activity.

Art. 8 Implementation of the Agreement by Switzerland

The Federal Department of Foreign Affairs is the Swiss authority in charge of implementing this Agreement.

Art. 9 Dispute settlements

1. Any dispute between the parties to this Agreement regarding the interpretation or application of this Agreement, that could not be settled through negotiations between the parties, may be presented by either party, by means of a request, to a Court of Arbitration composed of three members.
2. Each party designates a member of the Court of Arbitration.
3. Members so designated choose by mutual agreement the third member, who shall preside the Court of Arbitration. In the absence of an agreement within a reasonable time limit, the third member is designated by the President of the Swiss Federal Court upon the request of either party.
4. The Court of Arbitration sets its own procedure.
5. The arbitration ruling is compulsory for the disputing parties and final.

Art. 10 Revision of the Agreement

1. This Agreement may be revised at any time, upon the request of either party.

2. In such an eventuality, both parties shall consult each other on possible modifications that may need to be introduced to the provisions of this Agreement.

Art. 11 Denunciation of the Agreement

1. This Agreement may be denounced by either party subject to a two-year prior notice for the end of a calendar year.
2. Where the parties agree, the above-mentioned prior notice may be shorter, but always set for the end of a calendar year.

Art. 12 Entry into force

This Agreement enters into force the day it is signed.

Drawn up in Bern, on the3rd of July..... 2015, in two copies in French.

For the Centre for
Humanitarian Dialogue

.....*Signature*.....

David Harland

For the
Swiss Federal Council

.....*Signature*.....

Valentin Zellweger



