

**AGREEMENT**  
**between**  
**THE GOVERNMENT OF PERU**  
  
**and**  
**THE WORLD BANK GROUP**  
  
**and**  
**THE INTERNATIONAL MONETARY FUND**  
  
**for the**  
**2015 ANNUAL MEETINGS**  
**OF THE BOARDS OF GOVERNORS OF**  
**THE WORLD BANK GROUP**  
**AND**  
**THE INTERNATIONAL MONETARY FUND**

WHEREAS on September 9, 2011, the World Bank Group, which consists of the International Bank for Reconstruction and Development ("IBRD"), the International Finance Corporation ("IFC"), the International Development Association ("IDA"), the International Centre for Settlement of Investment Disputes ("ICSID"), and the Multilateral Investment Guarantee Agency ("MIGA") (collectively referred to as the "Bank") and the International Monetary Fund ("Fund"), received an invitation made on behalf of the Government of Peru to hold the 2015 Annual Meetings of the Boards of Governors<sup>1</sup> of the Bank and the Fund in Peru;

WHEREAS on September 14, 2012, the Board of Governors of the Bank and the Board of Governors of the Fund approved acceptance of the said invitation;

WHEREAS the Government of Peru, the Bank and the Fund (collectively referred to as "Parties") recognize the need to start the preparation of the Annual Meetings well in advance of the date set for such meetings and to agree on the basic responsibilities of each Party in this task;

NOW THEREFORE, the Parties hereto agree as follows:

**ARTICLE I**  
**DEFINITIONS**

1. In this Agreement:

- (a) "Government" means the Government of Peru;
- (b) "Organizations" means the Bank and the Fund;

<sup>1</sup> For purposes of this Agreement, Boards of Governors shall include the Administrative Council of ICSID and the Council of Governors of MIGA.

- (c) "Meetings" or "Annual Meetings" means the 2015 Annual Meetings of the Boards of Governors of the Organizations and any Ancillary Meetings to be held in Lima;
- (d) "Ancillary Meetings" means meetings held under the auspices of the Organizations, such as conferences, seminars, symposia, courses, workshops, social events, and other gatherings;
- (e) "Articles of Agreement" means those several Agreements establishing the Fund, IBRD, IFC, IDA and the Conventions establishing ICSID and MIGA;
- (f) "Convention" means the 1946 Convention on the Privileges and Immunities of the United Nations;
- (g) "Establishment Agreement" means the "Acuerdo para el Establecimiento de la Sede de la Oficina Sub-Regional entre el Banco Mundial y el Gobierno del Peru" dated February 21, 2001
- (h) "Meetings Premises" means facilities designated by the IBRD and the Fund for the purposes of convening meetings as provided for in the Articles of Agreement; and
- (i) "Requirements Manual" means a manual provided by the Organizations entitled the "Annual Meetings Requirements Manual" which serves as a guide regarding the requirements of the Meetings.

## **ARTICLE II**

### **DATES AND LOCATION OF ANNUAL MEETINGS**

The Annual Meetings of the Organizations will be held in Lima, Peru on October 9, 2015. Ancillary Meetings will commence as early as October 5, 2015, and continue as late as October 12, 2015.

## **ARTICLE III**

### **ANNUAL MEETINGS ATTENDEES, VISITORS AND SERVICE PROVIDERS**

1. The Meetings will be attended by the following groups (collectively referred to as "Attendees"):
  - (a) "Officials and Employees of the Organizations" which includes Governors and their Alternates, members of Board of Governors' committees, Executive Directors and their Alternates, advisors to any of the foregoing persons, officials of tribunals and panels, and officers and employees of the Organizations, and
  - (b) "Representatives of Members" which includes all representatives, alternates, advisors, technical experts, and secretaries of delegations who are designated by members and accredited by the Organizations as delegates to the Meetings.
2. The Meetings will also be attended by the following groups (collectively referred to as "Invitees").
  - (a) "Visitors" which includes representatives of financial institutions, commercial enterprises, civil society, private individuals;



- (b) "Family Members" which includes the family members of Officials and Employees of the Organizations and of Representatives of Members; and
- (c) "Participants" which includes individuals accredited by the Organizations to attend the Meetings as observers, special invitees, special guests, and seminar speakers

3. The Meetings will be serviced and supported by the following groups, who will be duly accredited by the Organizations, (collectively referred to as "Service Providers"):

- (a) "Contractors" which includes employees of firms providing goods or services related to the Meetings;
- (b) "Local Personnel" which includes personnel provided by the Government to carry out the administrative, service and logistical arrangements for the Meetings; and
- (c) "Press" which includes representatives of the information media accredited by the Organizations to cover the Meetings.

#### **ARTICLE IV PRIVILEGES AND IMMUNITIES**

1. The Organizations and Attendees shall be accorded the privileges and immunities specified in the Articles of Agreement and the Establishment Agreement, and shall enjoy the same privileges and immunities as are accorded to the United Nations and United Nations officials under the Convention, as well as privileges and immunities agreed by the Parties, including without limitation those set forth below. In particular:

(a) The Organizations shall enjoy:

- i. Immunity for their property and assets, wherever located and by whomsoever held, from search, requisition, confiscation, expropriation, any form of seizure, or any form of interference, whether by executive, administrative, judicial or legislative action;
- ii. Immunity for themselves, their property and assets, wherever located and by whomsoever held, from every form of legal or judicial process;
- iii. Immunity for their property and assets from restrictions, regulations, controls or moratoria of any nature;
- iv. Immunity and exemptions for themselves, their assets, property, income and their operations and transactions from all taxation and all customs duties, and from liability for the collection or payment of any tax or duty;
- v. Exemption from restrictions on imports and exports in respect of articles imported or exported by the Organizations for their official use and in respect of the Organizations' publications;
- vi. Inviolability of archives and all documents belonging to them or held by them;
- vii. Inviolability of Meetings Premises;
- viii. The same treatment with respect to their official communications as is accorded to official communications of States; and
- ix. Freedom from all censorship or restrictions on official correspondence and other official communications, and the right to use codes and dispatch and receive



correspondence by courier or in sealed bags, which shall have the same privileges and immunities as diplomatic missions.

(b) The Officials and Employees of the Organizations shall enjoy:

- i. Immunity from personal arrest or detention and from seizure of their personal baggage;
- ii. Immunity from legal process with respect to acts performed in their official capacity;
- iii. Immunity from legal process with respect to words spoken or written;
- iv. Exemption from taxation of the salary and emoluments paid to them by the Organizations;
- v. Immunity from immigration restrictions, alien registration requirements, and national service obligations for themselves and their spouses;
- vi. The same facilities as regards exchange restrictions as are accorded to officials and employees of comparable rank of diplomatic missions;
- vii. The same treatment in respect of traveling facilities as is accorded to officials and employees of comparable rank of diplomatic missions.

(c) The Representatives of Members shall enjoy:

- i. Immunity from personal arrest or detention and from seizure of their personal baggage;
- ii. Immunity from legal process with respect of words spoken or written and all acts performed in their official capacity in connection with the Meetings;
- iii. Inviolability for all papers and documents belonging to them or held by them;
- iv. Right to use codes and to receive and dispatch papers or correspondence by courier or in sealed bags;
- v. Exemption in respect of themselves and their spouses for immigration restrictions, aliens' registration or national service obligations in the State which they are visiting
- vi. The same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions;
- vii. The same immunities and facilities in respect of their personal baggage as are accorded to members of comparable rank of diplomatic missions.

2. Without prejudice to the foregoing paragraph, the Organizations and the Attendees shall enjoy such facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Meetings.

## ARTICLE V IMPORT AND EXPORT

1. The Government shall expedite through customs and allow entry into and exit from Peru, tax-free and duty free, all property, equipment and supplies brought by or on behalf of the

Organizations to the Meetings. It shall issue without delay any necessary import and export permits for this purpose. Such property, equipment and supplies shall be identified by special shipping labels issued by the Organizations in collaboration with the Government.

2. The Government shall expedite through customs and allow entry into and exit from Peru, tax-free and duty-free, all personal baggage of Attendees at the Meetings.

3. The Government shall expedite through customs upon entry into and exit from Peru, and grant standard bona fide travelers' allowances, for all personal baggage of Invitees and Service Providers arriving from abroad.

## **ARTICLE VI ENTRY AND EXIT**

1. All Attendees, Invitees and Service Providers shall be granted unimpeded access to and from the Meetings Premises, and those arriving from abroad shall have the right of unimpeded entry into and exit from Peru.

2. Where required, the Government shall assure expeditious entry procedures to all Attendees arriving from abroad including the issuance of visas free of charge and as promptly as possible. The Government shall make arrangements to ensure that visas for the duration of the Meetings are delivered at the airport of arrival to Attendees who were unable to obtain them prior to their arrival.

3. Where required, the Government shall assure expeditious entry procedures to all Invitees and Service Providers arriving from abroad, including the issuance of visas as promptly as possible.

## **ARTICLE VII MEETINGS PREMISES**

The Meetings Premises shall be deemed the premises of the Organizations, subject to their authority and control, and shall be inviolable for the duration of the Meetings, including the preparatory stage and winding-up.

## **ARTICLE VIII SECURITY**

1. The Government shall furnish such security protection as may be required to ensure the effective functioning of the Meetings in an atmosphere of security and tranquillity free from interference of any kind. The Government may employ private security protection to supplement such protection. Such security protection shall be under the direct supervision and control of a senior security official provided by the Government. The Government will assume responsibility for the security of the Meetings Premises and other venues where Annual Meetings take place; of the official hotels; and if required, of the routes between the official



hotels and Meetings Premises and venues, and of the points of arrival and departure in and from Peru of Attendees, Invitees, and Service Providers.

2. The Organizations reserve the right to provide supplementary private security protection at the Meeting Premises, and in coordination with the Government.
3. The senior security official provided by Government shall work in close cooperation with the Organizations' security officials.
4. The modalities for cooperation between the Government and the Organizations on security for the Meetings is detailed in the Requirements Manual and may be further detailed in separate agreements between the Parties.

## **ARTICLE IX SERVICES AND FACILITIES**

1. The Government shall provide the services and facilities for the Meetings as set forth below. The Organizations have furnished to the Government copies of the Requirements Manual. The Organizations will timely communicate any modifications to the Meetings requirements and the Government shall undertake its best efforts to meet any new requirements.
2. Meetings Premises and Accommodations.
  - (a) The Government, at its expense, shall provide space for, and set up and dismantle, offices, meeting rooms, banqueting rooms, and other facilities or other venues, as deemed necessary by the Organizations in consultation with the Government, as required and agreed between the Organizations and the Government, or their respective designees. Assignment of this space shall be determined by the Organizations.
  - (b) The Government shall also arrange to make available approximately 320 offices, within the facilities mentioned in paragraph (a) above, for the period determined for the Annual Meetings, to be for use by, and at the expense of, Representatives of Members and Participants. In addition, the Government at its expense will provide approximately 360 offices for the same period to be used by Officials and Employees of the Organizations. Assignment of this space shall be determined by the Organizations. The offices required for the 2015 Meetings are currently being reviewed by the Organizations. The estimate of 680 offices may be changed by the Organizations with notice to the Government at least 60 days in advance of the beginning of the Annual Meetings.
  - (c) The Government shall also arrange with various hotels, as specified by the Organizations or their designees, in close consultation with the Government or its designees, 4,700 units for sleeping accommodation to be made available for Attendees of the Meetings at the Attendees' expense. The Government agrees to make best efforts to ensure that the various hotels make sleeping accommodation



available to Attendees at reasonable average market rates. Assignment of sleeping accommodation to individuals shall be done by the Organizations no later than 2 weeks before the determined dates of the Annual Meetings, and any sleeping accommodation unassigned as of that date shall be released as determined by the Organizations. In addition, the Government shall make arrangements for accommodation for Family Members and Visitors at the their expense.

3. Local Personnel. The Government shall assist the Organizations in recruiting, in accordance with local laws and other requirements, such temporary Local Personnel as may be required for the conduct of the Meetings in accordance with specifications to be furnished sufficiently in advance to the Government by the Organizations. The Government shall bear the administrative cost of this assistance and shall meet the payroll expenses for such temporary Local Personnel on behalf of the Organizations, subject to reimbursement, as set out in Article X, Section 1(a) below.

4. Transportation Services. The Government shall provide, at its expense, local transportation services for the Attendees and Invitees of the Meetings that will be determined between the Organizations and the Government, or their respective designees. Local transportation will include, but not be limited to, transportation between the airport and designated hotels, between designated hotels and the registration site, between the registration site and the Meetings site, between designated hotels and the Meetings site. Transportation shall also be provided for official social events.

5. Supplies, Equipment and Services. The Government shall provide, without cost to the Organizations, supplies, furniture, equipment, utilities (including connections), communications facilities, and services required for offices and meeting rooms, in accordance with lists to be supplied by the Organizations. In general, the requirements shall be in accordance with the guidance provided in the Requirements Manual. However, models and quantities may be modified by mutual agreement of the parties to meet requirements. In recognition of the need to offset some of the costs incurred in hosting the Meetings, the Organizations note that the Government may need to raise funding, and solicit goods and services in kind, from private sector companies and other organizations. In this context, however, the Organizations, the Meetings, or any associated event, may not be associated with any private sector entities, or other organization(s), without the prior approval of the Organizations.

6. Safety and Health Measures. The Government shall, at its own expense:

- (a) Provide fire protection and ambulance service at the site of the Meetings;
- (b) Provide a medical centre staffed with physicians and qualified nurses during the times specified by the Organizations beginning Monday, October 5, through Monday, October 12, 2015 or later if required; to provide for a physician to be available on call during that part of the day when no physician is in the health room; and make arrangements for the availability of dentists and other medical specialists to the Attendees while in Lima; and
- (c) Arrange adequate emergency medical facilities at the location selected for the Annual



Meetings including its International Airport during the period of the Annual Meetings.

7. Transportation of Equipment. The Government shall pay the cost of transporting the Organizations' shipments within Peru.

8. Traffic. The Government shall use its best efforts to expedite traffic flows between the site of the Meetings and the hotels in which most of the Attendees will be housed.

9. Public Expression. The Government shall also permit public expression in connection with the Meetings in a manner that is consistent with the Government's obligations under Article VIII (Security) and Article IX, Section (6) (Safety and Health) of this Agreement and is acceptable to the Organizations.

10. Protection of Intellectual Property. The Government shall take such actions as are necessary and appropriate to prevent or terminate the unauthorized use of names or logos of the Organizations in connection with the Meetings.

## **ARTICLE X OBLIGATIONS OF THE ORGANIZATIONS**

1. The Organizations shall:

- (a) Reimburse the payroll expenses for Local Personnel recruited in accordance with Article IX, Section 3 above;
- (b) Provide minor supplies and equipment, which the Organizations and the Government agree cannot or should not be furnished by the Government or as specified in the Requirements Manual;
- (c) Pay for communications initiated by the Organizations including, without limitation, the actual charges for mail, cables, facsimile and carrier traffic so initiated, as well as for leased lines between the Organizations in Peru and Washington, D.C. for data and facsimile traffic;
- (d) Pay for social events arranged by the Organizations; and
- (e) Pay all transportation expenses for the Organizations' shipments to the port of entry into Peru and from there to destinations outside Peru.

## **ARTICLE XI FORCE MAJEURE**

In the event of any material adverse change in the condition of the host country due to the emergence of a natural disaster or an emergency situation, the Government and the



Organizations shall consult as to the possible courses of action. After such consultation, the Organizations shall determine whether to proceed with the Meeting or to suspend, postpone or cancel them.

## **ARTICLE XII TERMINATION**

The Organizations may terminate this Agreement, by providing written notice to the Government, in the event the Organizations decide to cancel the Meetings or change the time and place of the Meetings. The Organizations will make best efforts to provide the Government with written notice of termination as far in advance of the Meetings as practicable.

## **ARTICLE XIII LIABILITY AND INDEMNIFICATION**

1. Except for the defense of the Organizations on the grounds of immunity which shall be the responsibility of the Organizations themselves, the Government shall be responsible for defending any action, claim or other demand against the Organizations and the Officials and Employees of the Organizations arising out of:

- (a) Injury to persons or damage or loss of property on Meetings Premises provided by the Government where such injury, damage or loss is due to the negligence of the Government, its employees, agents, or persons acting under the control or direction of the Government;
- (b) Injury to persons or damage to or loss of property caused by or incurred in using any transport services that are provided for the Meetings by or under the control of the Government;
- (c) The employment for the Meetings of Local Personnel provided or arranged for by the Government.

2. The Government shall indemnify and hold harmless the Organizations and the Officials and Employees of the Organizations in respect of any such action, claim or other demand.

## **ARTICLE XIV SETTLEMENT OF DISPUTES**

1. Any dispute concerning the interpretation or the application of this Agreement shall be resolved by mutual agreement among the Parties.

**ARTICLE XV**  
**CHANNELS OF COMMUNICATIONS**

1. Channels of Communications on matters related to the Meetings and to this Memorandum of Understanding shall be as follows:

- (a) For the Organizations: to the Joint Secretariat, duly authorized to act on behalf of the Secretaries of the Bank and the Fund on matters related to the Meetings and to this Agreement:

Mail Address and Courier:

Joint Secretariat  
World Bank Group-IMF  
World Bank Group Building  
MSN MC 12-1201  
1818 H Street, N.W.  
Washington, DC 20433, USA

Facsimile Number: (1-202) 522-7139

With a copy to:

Corporate Secretariat  
World Bank Group  
1818 H Street, NW  
MSN MC12-1201  
Washington, DC 20433, USA

Facsimile Number: (1-202-522-1640)

Secretary's Department  
International Monetary Fund  
700 19<sup>th</sup> Street, N.W.  
Washington, DC 20433, USA

Facsimile Number: (1-202-623-6694)

- (b) For the Government:

Mail Address and Courier:

Ministerio de Economía y Finanzas  
Jr. Junin 319  
Cercado de Lima,  
Lima, Peru




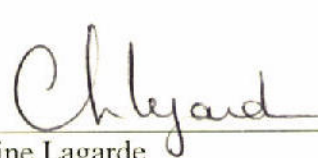
**ARTICLE XVI  
FINAL PROVISIONS**

1. This Agreement shall be carried out, and all action deemed necessary in connection therewith, shall be taken by the Government and by the Secretaries of the Bank and the Fund for the Organizations, or their respective designees.
2. The undertakings of the Government under this Agreement and their entry into force shall be effected in accordance with relevant and applicable laws of Peru.
3. This Agreement may be modified by written agreement between the Parties. The Organizations and the Government will cooperate to ensure that notice of any modifications proposed to this Agreement will be given as early as practicable.
4. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties in keeping with the relevant resolutions and decisions of the appropriate organs of the Organizations. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph.
5. The Parties shall use best efforts to minimize the costs of the Meetings and to facilitate the smooth functioning of the Meetings and the preparation for them in a collaborative spirit.

FOR THE WORLD BANK GROUP

FOR THE INTERNATIONAL  
MONETARY FUND


  
Jim Yong Kim  
President

  
Christine Lagarde  
Managing Director

Date: October 14, 2012

Date: 14.10.12

FOR THE GOVERNMENT OF PERU

  
Luis Miguel Castilla Rubio  
Minister of Economy and Finance

Date: Oct 14, 2012