SEPARATE OPINION OF JUDGE SETTE-CAMARA

I fully subscribe to the decision and operative part of the Advisory Opinion, but, since my reasoning deals with some points not contemplated by the Court, I feel myself bound to append a separate opinion setting out my views.

There is no doubt about the right of the World Health Organization to resort to an advisory opinion of the Court in matters related to the interpretation of the Agreement of 25 March 1951 between the World Health Organization and Egypt. This right is based on Article 96, paragraph 2, of the Charter of the United Nations, Article 65, paragraph 1, of the Statute of the Court and Article X, paragraph 2, of the Agreement between the World Health Organization and the United Nations adopted by the First World Health Assembly on 15 November 1947. Moreover Article 76 of the Constitution of the World Health Organization expressly reserves such right to the Organization. The advisory jurisdiction of the Court is therefore properly resorted to and soundly established. On the other hand, notwithstanding the discretionary nature of the Court's power to give advisory opinions, in its whole existence there has been no instance in which this power was exercised in a negative way. In pursuance of its longstanding jurisprudence, the Court could hardly refuse to comply with the request of the World Health Organization.

It is equally clear that the request is related to a "legal question", namely the interpretation of a treaty clause, and that there is no "legal question actually pending" between the parties. The Court was confronted with copious evidence of profound discrepancies of view among the States belonging to the Eastern Mediterranean regional organization, and among other States in the World Health Assembly, regarding the proposed transfer of the Eastern Mediterranean Regional Office from Alexandria. But those are disputes, occurring within the organs of an international organization, which do not concern the Court at least until they reach the stage at which they are projected into the treaty relationship between the World Health Organization and Egypt.

I am convinced that the Advisory Opinion is right when in paragraph 35, it goes beyond the strict and narrow formulation of the questions put to it by resolution WHA33.16 to investigate and consider the true legal question behind the request. As the Court rightly points out,

> "if it is to remain faithful to the requirements of its judicial character in the exercise of its advisory jurisdiction it must ascertain what are

> the legal questions really in issue in questions formulated in a request",

for fear that

> "a reply to questions of the kind posed in the present request may if incomplete, be not only ineffectual but actually misleading as to the legal rules applicable to the matter under consideration".

The broad consideration of all the pertinent legal issues involved, even if that would mean to go beyond the limited phraseology of the questions contained in the request, is consistent with the jurisprudence of the Court. The Permanent Court of International Justice already went so far as to admit the procedure of expanding the context of some submissions even in contentious cases. Indeed in Judgment 11, *Interpretation of Judgments Nos. 7 and 8 (Factory at Chorzów),* the Court stated :

> "In so doing the Court does not consider itself as bound simply to reply 'yes' or 'no' to the propositions formulated in the submissions of the German Applications. It adopts this attitude because, for the purpose of the interpretation of a judgment it cannot be bound by formulae chosen by the Parties concerned, but must be able to take an unhampered decision." (*P.C.I.J., Series A, No. 13,* p. 15.)

On the next page it added :

> "C nstrued in any other way, the Application in question would not s atisfy the express conditions laid down by the above-mentioned artic e ; and the Court, as it has already had occasion to observe in pre ious judgments, may within reasonable limits disregard the de ects of form of documents placed before it."

Like\ ise in the Advisory Opinion on the *Delimitation of the Polish-Czechos. ›vakian Frontier,* the so-called *Jaworzina* case (*P.C.I.J., Series B, No. 8,* p. 30), the Permanent Court held :

> "A\ cording to the actual language of the preamble of the request, the question upon which the Court is asked for an advisory opinion principally concerns the frontier in the region of Spisz, and the written and oral information supplied bears almost entirely on this point. Nevertheless the Court feels obliged to express an opinion upon the Polish case, and consequently upon the frontiers in the Duchy of Teschen and the territory of Orava, in so far as the delimitation of the frontier in those regions and in the territory of Spisz may be interdependent. In drafting the Request, the Council made a point of referring expressly to the conclusions of the respective cases submitted by the two parties, and the discussion which took place in the Council of the League of Nations, as well as the general terms in which the question itself is stated, appear to indicate that the opinion should embrace the whole range of the cases submitted."

Again in the Advisory Opinion on *Competence of the International Labour Organisation* (*P.C.I.J., Series B, Nos. 2 and 3,* p. 59) the Permanent Court decided to restrict the meaning of the request for advisory opinion presented to it. It then stated :

> "The words used imply that the 'other questions' are to be questions essentially of the same nature for the present purpose as that of the organisation and development of means of production ; but such 'other questions' are not specified, and the Court does not undertake to say what they may be."

The International Court of Justice, in the Advisory Opinion on *Admissibility of Hearings of Petitioners by the Committee on South West Africa* (*I.C.J. Reports 1956,* p. 26), did not depart from this jurisprudence. It stated :

> "It was in these circumstances that the question was submitted to the Court. While the question in terms refers to the grant of oral hearings by the Committee, the Court interprets it as meaning : whether it is legally open to the General Assembly to authorize the Committee to grant oral hearings to petitioners. The Court must therefore deal with the broader question as to whether it would be consistent with its previous Opinion of 11 July 1950 for the General Assembly to authorize the Committee on South West Africa to grant oral hearings to petitioners."

Moreover in the Advisory Opinion on *Certain Expenses of the United Nations* (*I.C.J. Reports 1962,* pp. 157 f.) the Court found :

> "Although the Court will examine Article 17 in itself and in its relation to the rest of the Charter, it should be noted that at least three separate questions might arise in the interpretation of paragraph 2 of this Article. One question is that of identifying what are the 'expenses of the Organization' ; a second question might concern apportionment by the General Assembly ; while a third question might involve the interpretation of the phrase 'shall be borne by the Members'. It is the second and third questions which directly involve 'the financial obligations of the Members', but it is only the first question which is posed by the request for the advisory opinion. The question put to the Court has to do with a moment logically anterior to apportionment, just as a question of apportionment would be anterior to a question of Members' obligation to pay."

And the Court concluded :

> "It has been asked to answer a specific question related to certain

identified expenditures which have actually been made, but the Court would not adequately discharge the obligation incumbent on it unless it examined in some detail various problems raised by the question which the General Assembly has asked." (*Ibid.*, p. 158.)

* * *

Contrary to the assertion in some quarters, the WHO or indeed any international organization, has the right to remove its regional offices.

In the light of Articles 43, 44, 45 and 46 of the Constitution of the World Health Organization it seems indisputable that the Organization enjoys an unfettered right to decide on the location of its headquarters and the headquarters of its regional committees and regional offices. Indeed it would run counter to the actual texts of the majority of the constitutions or international organizations to deny the latter such right, including the right to transfer their headquarters and the sites of their organs if they so deem fit. On this point it is enough to recall Section 23 of the United Nations Headquarters Agreement, which gives to the Organization the unilateral right to decide on the permanence of its headquarters in New York, and Section 24, which provides :

> "This agreement shall cease to be in force if the seat of the United Nations is removed from the territory of the United States, except for such provisions as may be applicable in connection with the orderly termination of the operations of the United Nations at its seat in the United States and the disposition of the property therein."

Indeed the Lake Success Agreement of 1947 neither contains any provision for denunciation nor lays down periods of notice for the termination of the treaty. If that is so with what – considering the huge interests involved in one side or the other – is the most important of headquarters agreements, it would be extraordinary to contend that a denunciation clause with a prescribed period of notice for termination of the treaty is indispensable in treaties between international organizations and host countries relating to the location of headquarters.

Moreover I do not believe that agreements of that kind enshrine an obligation on the part of the Organization to keep their offices operating in the territory of the host State. In the 1951 WHO-Egypt Agreement the obligations of the Organization are clearly spelled out in Sections 26 (privileges and immunities granted only in the interests of the organization), 31 (respect for the security of the Egyptian Government), 32 and 33 (co-operation for the settlement of local disputes), and 34 (settlement of disputes relating to the agreement). No provision exists according to which the Organization is bound to keep its office operating in Egypt. In fact, even if the possibility of transfer is disregarded it might happen that for different reasons the Organization would find it necessary to discontinue

the operation of its regional organ. And it seems that nothing in the 1951 Agreement would constitute a legal obstacle to a decision of such a kind.

Again on the matter of integration, issue may be joined with those who make too much of it. As one deals with the constitutional problems of the WHO underlying the question before the Court, attention should be paid to the so-called "integration" of the Alexandria Sanitary Bureau under Article 54 of the Constitution. Article 54 is mainly concerned with the Pan American Sanitary Organization, represented by the Pan American Sanitary Bureau and the Pan American Sanitary Conferences, which should be "in due course integrated with the Organization", as well as all other *inter-governmental regional health organizations* (emphasis supplied). The article adds that "this integration should be effected as soon as practicable through common action based on mutual consent of the competent authorities, expressed through the *organizations concerned*" (emphasis supplied). The Sanitary, Maritime and Quarantine Board of Egypt, or the Egyptian Quarantine Board, lost its inter-governmental character on the conclusion of the Paris International Sanitary Convention of 31 October 1938, whose Article 1 stipulated :

> "The Sanitary, Maritime and Quarantine Board of Egypt shall be abolished and its functions shall be performed by the Egyptian sanitary authorities in pursuance of the provisions of the International Sanitary Convention of 1926, as amended under the terms of Article 2 below. The transfer of services shall take place three months after the entry into force of the present Convention."

Appended to the Convention appeared a Declaration by the delegation of the Royal Egyptian Government accepting the new responsibilities including the engagement to retain, "in the capacity of Egyptian officials", foreign experts and foreign permanent officials.

Moreover, when the text of Article 54 was drafted during the New York 1946 International Health Assembly the main problem considered was the situation of the Pan American Sanitary Bureau. The only delegation to raise the question of the Alexandria Sanitary Bureau was the Egyptian delegation (see WHO, *Official Records,* No. 1, p. 24). Neither of the two alternative texts discussed included the word "integration" (*ibid.*, Ann. 23, p. 73). This concept was resorted to by the Harmonizing Committee of 16 members and there were doubts about the real meaning of the word "integration". On the other hand, one of the most relevant resolutions concerning "integration" of the Alexandria Sanitary Bureau, namely EB3.R30 deals with the integration of functions only, and contains no reference to Article 54 of the Constitution. Therefore, although the process of absorption of the Alexandria Sanitary Bureau into the structure of the WHO and its transformation to the Eastern Mediterranean Regional Office was frequently referred to as "integration", I do not think that it

allows the conclusion that the status of the Alexandria Bureau is different from that of the other regional offices and that it should be treated in a distinct manner in the eventuality of transfer. The theory of the "predestination" of Alexandria for the role of the site of the EMRO is not altogether very convincing, since there were previous regional offices for the exchange of epidemiological information in other places, such as Tehran, Tangiers and Singapore. If that was the mark of "predestination", the Regional Office for South-East Asia should be in Singapore and not New Delhi, and the headquarters of the WHO itself should be in Paris, where the venerable "Office international d'Hygiène publique" was so active from 1907 until the outbreak of the Second World War.

Since the doctrine of "integration", individualizing the Bureau of Alexandria as a "unique" situation, has no bearing on the operative part of the Advisory Opinion, I was able to concur in its approval. The foregoing remarks are therefore addressed to setting forth my views concerning references in the reasoning to "integration under Article 54 of the Constitution".

* * *

It is undeniable that the Alexandria Sanitary Bureau played an important role in the history of international sanitary co-operation, especially in performing its duties as the Eastern Mediterranean Regional Office of the WHO since 1 July 1949. It is a long and rich history, which goes back to 1831. In 1843 a health council similar to the one at Constantinople was created in Egypt, which in 1852 inherited the attributions of the latter. This sesquicentennial body, by virtue of its experience and its situation at the crossroads of the traditional pilgrimages, may be proud of an impressive record of services rendered to the international community, since the old days when international health problems were confined to the common work in the fight against the age-old scourges of plague, cholera, yellow fever and smallpox. It is likewise beyond any doubt that Egypt has a flawless record as a host country. Furthermore, it is clear that severance of diplomatic relations with the host country in no way affects the functioning of an international organization or its organs, as the every-day routine work of the United Nations in New York abundantly proves, and as is provided in Article 82 of the 1975 Vienna Convention on the Representation of States in their Relations with International Organizations of Universal Character. Were it for the Court to decide whether or not the EMRO should be transferred, all these arguments would probably carry a lot of weight. But this is not its task. The advisability and desirability of the transfer of the office can only be decided by the World Health Assembly, which is empowered by Articles 43 and 44 of its Constitution to do so.

It is in the World Health Assembly that these arguments should be put forward.

The Court has a different task. The World Health Assembly, by resolution WHA33.16 of 20 May 1980, put to the Court two questions relating to the hypothetical situation of a decision favourable to the transfer being taken in the future. This involves the interpretation of a treaty clause and the consequences of such an interpretation.

There is no doubt that Article 31 of the Vienna Convention on the Law of Treaties embodies the rules of general international law on the interpretation of treaties, especially the overriding rule of paragraph 1, according to which : "A treaty shall be interpreted in good faith in accordance with the ordinary meaning to be given to the terms of the treaty in their context and in the light of its object and purpose." Of course the Vienna Convention does not apply to the Agreement before the Court, since it is not an agreement between States, but between a State and an international organization. But its provisions would apply inasmuch as they embody rules of international law to which the parties would be subject independently of the Convention (Art. 3 *(b)*). Already in the Advisory Opinion on the *Legal Consequences for States of the Continued Presence of South Africa in Namibia* (*I.C.J. Reports 1971*, p. 47) the Court held : "The rules laid down by the Vienna Convention on the Law of Treaties . . . may in many respects be considered as a codification of existing customary law on the subject." And the rules of Article 31 are undoubtedly of that kind.

Therefore the work of the Court if it were confined to the narrow limits of the questions in the request could not but be the task of interpreting Section 37 of the 1951 Agreement in good faith in accordance with the ordinary meaning of its terms and in the light of the object and purpose of the treaty, taking into consideration the rules of paragraphs 2, 3 and 4 of Article 31, and the supplementary means of interpretation provided for in Article 32.

The first question before the Court referred specifically to the "negotiations" and "notice" provisions of Section 37. What exactly are those provisions? The "negotiations" referred to in Section 37 are those relating to the revision of the treaty ("The present Agreement may be revised at the request of either party. In this event the two parties shall consult each other concerning the modifications to be made in its provisions"). It is this process of consultation that is called "negotiations" in the second sentence of the proviso. Section 37 does not deal with any other kind of "negotiations". So what is in issue is the "revision" or modification of the treaty. And, furthermore, the final part of the provision states that it is in the case

of failure of such negotiations to result in an understanding within one year that the Agreement may be denounced by either party's giving two years' notice. The two years' notice is related to denunciation, and denunciation is allowed only upon the failure of the negotiations to result in an understanding within one year. This is the ordinary meaning of the words used in the text if interpreted in good faith and I cannot see how they could be interpreted otherwise. It seems evident that the intention to avoid a clear cut and individualized provision regulating denunciation was behind it. Denunciation is an important stage in the life and expiry of a treaty. It is not usual for a denunciation clause to come disguised under the mantle of a provision dealing with another matter.

The "travaux préparatoires" relating to the wording of Section 37 confirm such an interpretation. The formula of Section 37 is a standard text, which appears in a series of similar treaties, going back to an agreement between the Swiss Federal Council and the International Labour Organisation concerning the latter's legal status in Switzerland adopted and signed on 11 March 1946. It gave birth to a whole generation of agreements embodying the same form of words, including the Agreement concerning the legal status of the World Health Organization approved by the First World Health Assembly on 17 July 1948 and by the Swiss Federal Council on 21 August 1948. Indeed, one could go still further back in search of the roots of the wording of Section 37. The 1926 *modus vivendi* concluded between the League of Nations and Switzerland contained in Article XIV the following text :

> "The above rules of the *modus vivendi* can only be modified by agreement between the organisations of the League of Nations and the Federal Political Department. If, however, an agreement cannot be reached, it shall always be open to the Federal Government or to the organisations of the League of Nations to denounce the whole or part of the rules of the *modus vivendi.* In this case, the rules mentioned in the denouncement shall remain in force for one year from the date of such denouncement." (League of Nations, *Official Journal,* 7th Year, No. 10, p. 1424.)

The wording of the International Labour Organisation-Switzerland Agreement, Article 30, and of the World Health Organization-Switzerland Agreement, Article 29, is identical to the wording of Section 37. The only difference is that in those Agreements, the sentences are separated into three paragraphs, while in Section 37 the whole proviso is incorporated into one. The United Nations-Swiss Federal Council Interim Agreement, signed at Berne on 11 June 1946 and at New York on 1 July 1946, which is still the host agreement for the Organization in Geneva (though euphemistically called "Provisional Arrangement"), in its Final Article repeats the wording of the 1926 *modus vivendi,* with a reduction of the period of notice to three months.

Moreover, from what remains of the *procès-verbaux* of the negotiations which took place on 1, 2, 3 and 11 March 1946, leading to the conclusions of the Agreement between the Swiss Federal Council and the International Labour Organisation concerning its legal status in Switzerland, it seems clear that the Swiss Government, represented by Professor Guggenheim, was keen on the inclusion of a denunciation clause with six months' notice in the treaty. The International Labour Organisation, represented by Mr. Jenks, proposed the form of words which, with some changes, finally led to Article 30, and which was the seed of similar provisions in a whole series of host agreements. Apparently the Jenks formula was intended to avoid a denunciation clause proper and to replace it by the admission of revision by mutual agreement of the parties. As is clear from the origins of the wording of Section 37, the right of denunciation arises only on failure, at the end of one year of negotiations, to agree on revision. In the economy of this formula, which is repeated in a score of similar treaties, denunciation is irrevocably linked with revision.

Now, could the removal of the Eastern Mediterranean Regional Office from Alexandria be accomplished through the revision of the treaty? I believe that, from the very fact that the Agreement is a "host" agreement – and I submit it is – the transfer of the international regional organ from its present site, which is at the centre of the Agreements provisions, would be much more than a revision. It would indeed be tantamount to a termination of the agreement by depriving it of its object and purpose. Removal of the Office would, therefore, fall outside the scope of Section 37, which deals with the hypothesis of the continuation in force of a modified agreement, and not with the termination of the agreement by denunciation, unless in the specific case of the failure of negotiations for revision.

The fact is that, outside the context of a revision procedure, the treaty contains no general denunciation clause. On this specific point it can be equated with the treaties dealt with in Article 56 of the Vienna Convention on the Law of Treaties, namely, treaties which contain no provision regarding termination, denunciation or withdrawal, always on the understanding that Article 56 embodies rules of general international law within the meaning of Article 3 *(b)*. Incidentally, Article 56 of the draft articles of the International Law Commission on treaties concluded between States and international organizations or between international organizations is identical with the text of the Vienna Convention.

I submit that it would be reasonable to regard the two conditions laid down in subparagraphs *(a)* and *(b)* of paragraph 1 of Article 56 as opening the door to denunciation even in the absence of a general clause providing for denunciation in the 1951 Agreement. Indeed, it would be extraordinary were the parties to a headquarters agreement to exclude the possibility of denunciation or withdrawal. In addition, the nature of the agreement, a

host agreement, constitutes a typical case of an implied right of denunciation, especially on the part of the Organization, as the International Law Commission expressly recognized in its commentaries on Article 56 of the draft articles on treaties concluded between States and international organizations or between international organizations. There is no doubt that headquarters agreements that do not contain a general denunciation clause, and they are the majority, cannot by their very nature exclude denunciation. If this is so, it can hardly be disputed that, under the rules of general international law enshrined in Article 56 of the Vienna Convention, the Agreement may be terminated by denunciation and that in that case a reasonable period of notice must be given. Paragraph 2 of Article 56, however, goes beyond the recognized rules of general international law, and was constructed by the International Law Commission under the aegis of the progressive development of international law. The twelve months' notice for denunciation or withdrawal is to be regarded only as an indication of what would be a reasonable period. And it is in this context that it is resorted to in paragraph 49 of the Advisory Opinion of the Court.

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A controversial point in the proceedings was whether the 1951 Agreement is or is not a "host agreement". The concept of "host agreement" is probably broader than that of "headquarters agreement", since agreements might be signed with countries that play the role of hosts to temporary gatherings and conferences. But frequently the two expressions are taken as having the same meaning. What characterizes a "host agreement" is that it contains a series of provisions intended to regulate the relationship between the host State and the international organization regarding the permanent site of the organization or of one of its organs in the territory of the host State. Not many host agreements contain a form of words similar to the one in Section 2 of the (New York) United Nations Headquarters Agreement, which states : "The seat of the United Nations shall be the headquarters district." The United Nations-Switzerland Agreement, the host agreement for the second most important site of the Organization, contains nothing of the sort. Neither do the majority of host agreements. The 1951 Agreement, apart from the direct reference in Section 1 (v) to the "Secretariat and the Regional Office in Alexandria" and repeated mention of the Regional Director, deals with problems that go beyond an agreement or privileges, immunities and facilities. It deals in a very elaborate way with the status of representatives of members, who would not be going to Egypt unless to attend business of the Regional Office. Section 23 (2) *(d)* provides for the right of officials of the Organization to import free of duty furniture and effects "at the time of taking up their post in Egypt". That is a typical provision of a host agreement, because it relates to people allocated for a long stay in the territory of the host country and not to officials on temporary mission on Egyptian ter-

ritory. Section 30 (1) ensures the supply of electricity, water and gas and the removal of refuse, which have nothing to do with provisions dealing with privileges and immunities. Paragraph (2) of the same Section deals with "police supervision for the protection of the seat of the organization". These are provisions obviously intended to regulate relationships of a permanent character, different from those covering privileges, immunities and facilities exclusively, as, for instance those contained in the Agreement between Egypt and the WHO for the Provision of Services, of 25 August 1950. Of course, as happens with most host agreements, the 1951 Agreement includes the bulk of the usual provisions related to privileges, immunities and facilities, or the provisions that the Convention on the Privileges and Immunities of the Specialized Agencies, approved by the General Assembly of the United Nations on 21 November 1947, in Section 1 (i) calls "standard clauses", namely clauses dealing with juridical personality, property, funds and assets, facilities in respect of communications, abuse of privileges, recognition of a United Nations *laissez passer* and the settlement of disputes. But the difference is that in host agreements those problems are considered in the light of the needs of the permanent presence of an international organization in the territory of the host State. The 1951 Agreement corresponds to the general line of a considerable number of host agreements concluded after the war, including the other host agreements for Regional Offices of the WHO. It is faithfully aligned on the model draft agreement between the WHO and a Host Country, which is given as Annex F to document EMR/EBWG/3. This model was developed in 1948 and established the format for all the host agreements concluded by the Organization. Moreover, throughout the negotiations with the Egyptian Government and the procedures of approval by the World Health Assembly and the Executive Board, it was always referred to as a "host agreement" (see *Handbook of Resolutions and Decisions of the World Health Assembly and the Executive Board,* Vol. I, p. 357 – Section 3 of the chapter on "Host Agreements" entitled "Host Agreement with the Government of Egypt").

A consequence of the fact that the 1951 Agreement is a host agreement is that the transfer of the EMRO from Alexandria would deprive it of its raison d'être and would therefore be tantamount to its termination, since it is a bilateral agreement.

Consequently, the transfer of the Regional Office cannot be achieved through the procedure of revision or modification of the treaty provisions which is dealt with in Section 37. If the Office is removed from Alexandria, the treaty will become void and empty of meaning.

I have submitted that Section 37 does not apply, because it deals pri-

marily with revision of the Agreement and that denunciation is allowed only if the attempt to revise the treaty fails to succeed within a year. But, on the other hand, host agreements are by their very nature eminently denounceable treaties, on account of the normal unfettered competence of international organizations to decide on the location of their offices, with a few exceptions such as the International Court of Justice, the International Monetary Fund and the World Bank, whose headquarters are laid down in their Constitutions. If it be admitted that the 1951 Agreement does not contain a denunciation clause proper – and I believe it does not – it will inevitably fall within the purview of Article 56 of the Vienna Convention on the Law of Treaties, as an expression of general international law. It is in the light of those general principles of the law of treaties that the problem of the removal of the Office and of the denunciation of the 1951 Agreement should be considered. Furthermore, it would be inadmissible to accept that the transfer could be undertaken without a certain reasonable time having been agreed upon between the parties for the orderly termination of the activities of the EMRO in Alexandria. That is why I fully support the Advisory Opinion's call upon the World Health Organization to enter into negotiations with Egypt, if ever the removal of the Office is decided by the World Health Assembly.

Paragraph 49 of the Advisory Opinion rightly emphasizes the mutual obligations of the Organization and Egypt to co-operate under the applicable legal principles and rules in the event of a decision of the Assembly in favour of the transfer. Consultations in good faith should take place (1) concerning the conditions and modalities according to which the transfer should be effected, once the WHA decides upon it ; (2) regarding the various arrangements needed to carry out the transfer in an orderly manner and with a minimum of prejudice to the work of the Organization and the interests of Egypt ; (3) concerning a reasonable period of notice for the termination of the contractual relationship.

I think the Advisory Opinion was wise to depart from the narrow and literal consideration of the clause of the agreement under discussion in order to deal in depth with the much more meaningful aspects of the general need for the protection of the interests of international organizations and host States in cases where the conventional relationship is to be terminated. Any such transfer should take into account the legitimate interests of both parties. The relationship between the host country and the international organization should always be one of full understanding and co-operation, in order to create that climate of stability and security which is indispensable to the steady enhancement of the important role of multilateral diplomacy.

(Signed) José SETTE-CAMARA.