



Treaty Series No. 45 (1989)

Agreement

between the Government of the
United Kingdom of Great Britain and Northern Ireland
and the Government of the Kingdom of Sweden

concerning the Assumption of Responsibility for
the Protection of the Diplomatic and Consular
Interests of the United Kingdom Government in
the Islamic Republic of Iran by the Government of
the Kingdom of Sweden

London, 27 July 1989

[The Agreement entered into force on 27 July 1989]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
October 1989*

LONDON
HER MAJESTY'S STATIONERY OFFICE
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**AGREEMENT
BETWEEN THE GOVERNMENT OF THE
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
AND THE GOVERNMENT OF THE KINGDOM OF SWEDEN
CONCERNING THE ASSUMPTION OF RESPONSIBILITY FOR THE PROTECTION
OF THE DIPLOMATIC AND CONSULAR INTERESTS OF THE UNITED KINGDOM
GOVERNMENT IN THE ISLAMIC REPUBLIC OF IRAN BY THE GOVERNMENT OF
THE KINGDOM OF SWEDEN**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Kingdom of Sweden;

Noting that diplomatic and consular relations between the United Kingdom and the Islamic Republic of Iran have been severed;

Have agreed as follows:

ARTICLE 1

- (1) Sweden undertakes to represent the United Kingdom as protecting power in the Islamic Republic of Iran.
- (2) The commission as protecting power comprises administrative, humanitarian and consular matters. If the commission is to be extended to cover other matters, a separate agreement to that effect is required.
- (3) In dealing with protection matters, the protecting power may avoid taking action that could damage its position or good name in the receiving country, or in relation to any other country. In case of doubt in dealing with a matter, the Ministry for Foreign Affairs in Stockholm shall take the decision. This always applies to letters and other messages from the commissioning country to the receiving country.

ARTICLE 2

- (1) An Interests Section for the commissioning country under the Swedish Ambassador shall be set up at the Swedish Embassy in Tehran. Staff employed at the Interests Section may on the one hand be Swedish officials, on the other locally engaged personnel of the commissioning country. The protecting power undertakes, where necessary, to obtain permission from the receiving country with regard to the employment of career officials sent out by the commissioning country.
- (2) The Parties agree that diplomatic courier and secure telegraphic communications may not be established between the commissioning country and its Interests Section at the protecting power without the approval of the receiving country.

ARTICLE 3

The Department for the commission as protecting power at the Ministry for Foreign Affairs (B Department) shall maintain contact with the commissioning country's representatives in Sweden in all matters relating to the commission. In appropriate cases direct communication may, with the consent of the protecting power, be maintained between the commissioning country and the Swedish Embassy in Tehran. However, the protecting power, shall be kept informed of the nature and extent of such contacts.

ARTICLE 4

- (1) The premises taken into custody by the protecting power are listed in the annex to this Agreement. The Parties shall exchange information about the contents of the premises taken into custody.
- (2) The protecting power is not under an obligation to accept care of the property of citizens of the commissioning power.

ARTICLE 5

(1) The protecting power shall take good care of the property received. If an official sent out by the commissioning country has taken the property into his care, the responsibility for it rests with him. The representatives of the protecting power shall assist him, if the official requests such assistance.

(2) If property belonging to the commissioning country is used by agreement between the Parties as a residence or office for a member of the staff connected with the mission of protection, no rent shall be charged, but the protecting power shall be responsible for the maintenance of the property. Other properties may be leased by the protecting power on terms to be agreed.

(3) Sale of property belonging to the commissioning country through the agency of the protecting power may not take place without the permission of the commissioning country.

ARTICLE 6

The commissioning country undertakes to reimburse the protecting power for all expenses incurred in the protection of its interests. B Department shall inform the commissioning country's Embassy in Stockholm of the amount.

ARTICLE 7

The bank deposits of the commissioning country in the name of the British Interests Section Tehran shall be transferred to special accounts in the Swedish Embassy's name.

ARTICLE 8

Disputes arising between the Parties to this Agreement relating to the commission as protecting power shall be settled by diplomatic means. If a settlement cannot be reached in that way, the dispute shall be submitted to arbitration according to a procedure agreed between the Parties.

ARTICLE 9

This Agreement shall enter into force on the date of signature and shall remain valid until the commissioning country, having re-established relations with the receiving country, notifies the protecting power of the assumption of normal diplomatic and consular functions. The provisions of Article 8 of this Agreement shall also apply to disputes arising in connection with the termination of the commission as protecting power.

In witness whereof, the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement.

Done in duplicate in the English language at London this 27th day of July 1989.

For the Government of the United
Kingdom of Great Britain and
Northern Ireland:

WILLIAM WALDEGRAVE

For the Government of the Kingdom of
Sweden:

PER JÖDAHL

ANNEX

PREMISES TAKEN INTO CUSTODY BY THE PROTECTING POWER (ARTICLE 4)

Ferdowsi Compound

<i>Address</i>	<i>Property No.</i>	<i>Constructed</i>
Residence	IRT 0025	Main 1870 East Wing 1967
House B		1935/36
Offices		1962/63
Gate House		1962/63
Conference Hall		1956/57
Swimming Pool		1964
House E	0045	1870/80
House F	0055	1870/80
House G	0065	1870/80
Amenity House (H)	0075	1870/80
House J (A)	0695	1922
House J (B)	0705	1922
House M	0085	1937
House N	0095	1937
House P	0105	1928/29
House Q	0135	1928/29
House R	0115	1928/29
House S	0125	1931/32
Flat 1	0145	1964
Flat 2	0155	1964
Flat 3	0165	1964
Flat 4	0175	1964
Flat 5	0185	1964
Flat 6	0195	1964

Gulhak Compound

<i>Address</i>	<i>Property No.</i>	<i>Constructed</i>
Flat 1	IRT 0205	1956
Flat 2	0215	1956
Flat 4	0235	1956
Flat 5	0245	1956
Flat 6	0255	1956
Flat 8	0275	1956
Flat 9	0285	1956
Bungalow F	0305	1870/80
Bungalow G	0315	1870/80
Bungalow J	0325	1870/80
Bungalow K	0335	1870/80
Bungalow Q	0345	1935
House A6	0355	1961
House A7/1	0365	1959/60
House A7/2	0375	1959/60
Bungalow 1	0395	1959/60
Bungalow 2	0405	1959/60
Bungalow 3	0605	1959/60
Bungalow 4	0615	1959/60

Servants' Quarters

10	IRT 0755	1958
British School	—	—
British Institute of Persian Studies	—	1974