

A G R E E M E N T

BETWEEN

THE GOVERNMENT OF THE FRENCH REPUBLIC

A N D

THE EUROPEAN MOLECULAR BIOLOGY LABORATORY

RELATING TO

THE PRIVILEGES AND IMMUNITIES OF THE SAID LABORATORY IN FRANCE

1.

THE GOVERNMENT OF THE FRENCH REPUBLIC

and

THE EUROPEAN MOLECULAR BIOLOGY LABORATORY (hereinafter referred to as "the Laboratory")

HAVING REGARD to the Agreement establishing the European Molecular Biology Laboratory (hereinafter referred to as "the Laboratory Agreement")

HAVE AGREED as follows:

ARTICLE 1

Establishments in France

- (1) The establishments of the Laboratory in France shall comprise the buildings and premises it occupies or may occupy in order to carry on its activities, with the exception of premises used as residences for the staff.
- (2) (a) Except as otherwise provided in the Agreement establishing the Laboratory or in this Agreement, the activities of the Laboratory in France shall be governed by French law.
(b) If the terms of employment of a staff member stationed in France are not governed by the Laboratory's Staff Rules and Regulations then they shall be subject to French laws and regulations.

Disputes between the Laboratory and staff members of the Laboratory stationed in France which are not settled in accordance with such Staff Rules and Regulations shall be subject to the jurisdiction of the French Republic.

ARTICLE 2

Inviolability of Establishments

- (1) The establishments of the Laboratory shall be inviolable, subject to the provisions of paragraph (2) of the present Article and of Articles 22 and 23 below.
- (2) The Laboratory shall not permit the establishments to be used as a refuge by any person who is sought because of a crime or flagrant penal offence, or is the subject of a warrant, a sentence to a term of imprisonment or an expulsion order issued by the competent local authorities.
- (3) In case of fire or other disaster requiring prompt protective action, the consent of the Director-General to any necessary entry into the establishments of the Laboratory shall be presumed.

ARTICLE 3

Inviolability of archives

The archives of the Laboratory and all documents belonging to or held by it, shall be inviolable, wherever they may be.

ARTICLE 4

Immunity from jurisdiction and execution

- (1) The Laboratory shall have immunity from jurisdiction and execution, except
 - (a) to the extent that the Laboratory shall have expressly waived such immunity in a particular case;
 - (b) in respect of a civil action by a third party for damage arising from an accident caused by a motor vehicle belonging to, or operated on behalf of, the Laboratory or in respect of a motor traffic offence involving such a vehicle;

- (c) in respect of contracts (other than those concluded in accordance with the Staff Regulations) without the arbitration clause referred to in Article 24;
 - (d) in respect of an enforcement of an arbitration award made under Articles 24 or 26 of this Agreement;
 - (e) in the event of an attachment order in respect of the salaries, wages and emoluments owed by the Laboratory to a member of its staff.
- (2) Except as provided in paragraph (1) of this Article, the Laboratory's property and assets wherever situated shall be immune from any form of requisition, confiscation, expropriation and sequestration. They shall also be immune from any form of administrative or provisional judicial constraint, except insofar as may be temporarily necessary in connection with the prevention of, and investigation into, accidents involving motor vehicles belonging to, or operated on behalf of, the Laboratory.
- (3) If the Laboratory institutes proceedings, it may no longer invoke immunity from jurisdiction concerning any counter-claim directly connected with the main claim.

ARTICLE 5

Exemption from taxation

- (1) Within the scope of its official activities, the Laboratory, its property and income shall be exempt from all direct taxes, except those taxes which are no more than a simple payment for services rendered.
- (2) When the Laboratory makes substantial purchases of goods or services strictly necessary for the exercise of its official activities, in the price of which taxes or duties are included appropriate measures shall be taken by the Government of the French Republic, whenever possible, to remit or reimburse such taxes or duties.

ARTICLE 6

Exemption from customs duties

Goods imported or exported by the Laboratory and strictly necessary for the exercise of its official activities shall be exempt from all customs duties and import and export charges, except those taxes which are no more than a simple payment for services rendered, and from all prohibitions and restrictions on import or export.

ARTICLE 7

Official activities

For the purposes of Articles 5, 6 and 10 of this Agreement, the official activities of the Laboratory shall include its administrative activities and those undertaken in pursuance of the purposes of the Laboratory as defined in the Laboratory Agreement.

ARTICLE 8

Goods for staff members

No exemption shall be accorded under Article 5 or Article 6 in respect of goods purchased and imported for the personal benefit of the staff members of the Laboratory.

ARTICLE 9

Disposal or transfer of goods and services

- (1) Goods belonging to the Laboratory which have been acquired under Article 5 or imported under Article 6 shall not be sold, given away, lent or hired out except in accordance with conditions determined by the Government of the French Republic.
- (2) The transfer of goods and services between the Headquarters and the establishments referred to in paragraph (3) (j) of Article VI of the Laboratory Agreement and between such establishments themselves shall be exempt in France from charges, other than such as represent payment for services

rendered, or restrictions of any kind; alternatively the Government of the French Republic shall take all appropriate measures to remit or reimburse the amount of such charges or to lift such restrictions.

ARTICLE 10

Circulation of publications

The circulation of publications and other information material sent by or to the Laboratory within the scope of its official activities shall not be restricted in any way.

ARTICLE 11

Freedom from currency restrictions

- (1) The Laboratory may receive and hold any kind of funds, currency or cash; it may dispose of them freely for any purpose provided for in the Laboratory Agreement and hold accounts in any currency to the extent required to meet its obligations.
- (2) The Laboratory may also receive and hold securities and dispose of them freely, subject to the national regulations which may be in force for purposes of exchange control.

ARTICLE 12

Communications

- (1) With regard to its official communications and the transfer of all its documents, the Laboratory shall enjoy treatment not less favourable than that accorded by the Government of the French Republic to the other international organisations.
- (2) No censorship shall be applied to official communications of the Laboratory by whatever means of communication.

ARTICLE 13Entry, stay and departure

- (1) The Government of the French Republic shall take all appropriate measures to facilitate the entry, stay and departure of all staff members of the Laboratory, except for a reason of public order.
- (2) The Government of the French Republic shall facilitate the entry, stay and departure of all persons officially invited to the Laboratory, except for a reason of public order.

ARTICLE 14Representatives of Member States

- (1) Representatives of Member States, shall enjoy while exercising their functions and in the course of their journeys to and from the place of meeting the following privileges and immunities:
 - (a) immunity from jurisdiction, even after the termination of their mission, in respect of acts, including words spoken and written, performed by them in their official capacity and within the limits of their authority; this immunity shall not apply, however, in the case of a motor traffic offence committed by a representative of a Member State, nor in the case of damage caused by a motor vehicle belonging to or driven by such a representative.
 - (b) inviolability for all their official papers and documents;
 - (c) exemption for themselves and their spouses from all measures restricting entry and from aliens' registration formalities;
 - (d) the same facilities in the matter of currency and exchange control as are accorded to the representatives of foreign Governments on temporary official missions.

- (2) Privileges and immunities are accorded to representatives of Member States, not for their personal advantage, but in order to ensure complete independence in the exercise of their functions in connection with the Laboratory. Consequently, a Member State has not only the right but also the duty to waive the immunity of a representative in all cases where, in the opinion of that State, the immunity would impede the course of justice and where it can be waived without prejudicing the purposes for which it was accorded.

ARTICLE 15

Staff members

The staff members of the Laboratory shall:

- (a) have, even after they have left the service of the Laboratory immunity from jurisdiction in respect of acts, including words written and spoken, performed by them in their official capacity and within the limits of their authority; this immunity shall not apply, however, in the case of a motor traffic offence committed by a staff member of the Laboratory nor in the case of damage caused by a motor vehicle belonging to or driven by a staff member;
- (b) be exempt from all obligations in respect of national service and all other compulsory service in France;
- (c) enjoy inviolability for all their official papers and documents;
- (d) enjoy the same facilities as regards exemption from all measures restricting immigration and governing aliens' registration as are normally accorded to staff members of international organisations, and members of their families forming part of their households shall enjoy the same facilities;
- (e) enjoy the same privileges in respect of exchange regulations as are normally accorded to the staff members of international organisations;

- (f) enjoy the same facilities as to repatriation as diplomatic agents in time of international crisis, and the members of their families forming part of their households shall enjoy the same facilities;
- (g) have the right to import duty-free their furniture and personal effects at the time of first taking up their post and the right on the termination of their functions to export free of duty their furniture and personal effects, subject, in both cases, to the conditions and restrictions considered necessary by the Government of the French Republic.

ARTICLE 16

Internal taxation

Under the conditions and according to the procedure determined by the Council of the Laboratory within one year from the date of entry into force of the Laboratory Agreement, the staff members of the Laboratory shall be subject to an effective tax, for the benefit of the Laboratory, on the salaries and emoluments paid by the Laboratory, with the exception of pensions and annuities. From the date on which this tax shall be applied, these salaries and emoluments shall be exempt from French income tax. Income other than salaries paid by the Laboratory may be taxed by the Government of the French Republic at the rate applicable to the whole income.

ARTICLE 17

The Director-General

In addition to the privileges and immunities granted to staff members of the Laboratory, the Director-General or the person referred to in paragraph (1) (b) of Article VII of the Laboratory Agreement, shall be accorded privileges and immunities to which diplomatic agents as defined in Article 1 (e) of the Vienna Convention on Diplomatic Relations are accorded.

ARTICLE 18

Categories of staff members

The Council shall decide the categories of staff members to whom the provisions of Article 15, in whole or in part, and Article 16 shall apply. The names, titles and addresses of the staff member included in such categories shall be communicated from time to time to the competent authorities of the French Republic.

ARTICLE 19

French nationals and permanent residents

The Government of the French Republic is not obliged to grant the privileges and immunities mentioned in Articles 14, 15 (b), (d), (e), (f), (g) and 17 to its own nationals or to permanent residents in its territory.

ARTICLE 20

Social security

In the event that it establishes its own social security system, or adheres to that of another international organisation, (and provided a preliminary agreement has first been concluded between the Government of the French Republic and the Laboratory) the Laboratory, its Director-General and staff members shall be exempt from all compulsory contributions to national social security organ

ARTICLE 21

Object of privileges and immunities: waiver

- (1) The privileges and immunities provided for in this Agreement are not designed to give to the Director-General and staff members of the Laboratory personal advantage. They are provided solely to ensure, in all circumstances, the unimpeded functioning of the Laboratory and the complete independence of the persons to whom they are accorded.

- (2) The Director-General has the right and the duty to waive such immunity when it is preventing the carrying out of justice and when it is possible to dispense with the immunity without prejudicing the interests of the Laboratory. In respect of the Director-General or the person referred to in paragraph (1) (b) of Article VII of the Laboratory Agreement, the Council may waive such immunity.

ARTICLE 22

Co-operation with local authorities

- (1) The Laboratory shall co-operate at all times with the competent authorities of the French Republic in order to facilitate the proper administration of justice, to ensure the observance of police, public health and labour regulations and regulations concerning handling of explosives and inflammable material, the care of animals kept for experimental purposes or other similar national legislation, and to prevent any abuse of the privileges, immunities and facilities provided for in this Agreement.
- (2) In order to facilitate the local application of this Agreement, the Laboratory shall closely co-operate with the representatives designated by the Government of the French Republic and with the local authorities.

ARTICLE 23

National security

The provisions of this Agreement shall not affect the right of the Government of the French Republic to take the measures it considers necessary to the security of France and to the maintenance of public order.

ARTICLE 24

Contracts

- (1) The Laboratory may include in all written contracts, ~~other~~

than those concluded in accordance with staff regulations, into which it enters, an arbitration clause whereby any disputes arising out of the interpretation or execution of the contract may at the request of either party be submitted to arbitration. This arbitration clause shall specify the method of nomination of the arbitrators, the law applicable as well as the country where the arbitrators shall sit. The arbitration procedure shall be the one of that country.

- (2) The enforcement of the award of such arbitration shall be governed by the rules in force in the State in which it is to be executed.

ARTICLE 25

Recourse in case of international liability

If France should incur by reason of the activities of the Laboratory on its territory any international legal responsibility for acts or omissions of the Laboratory or of its agents, acting or abstaining from acting within the limits of their functions, it shall have the right of recourse to the Laboratory.

ARTICLE 26

Liability for damage

- (1) The Laboratory shall be responsible for any loss or damage arising from its activities in France. The Government of the French Republic shall have the right of recourse to the Laboratory for indemnity in respect of any loss or damage caused to a third party.
- (2) At the request of the Government of the French Republic, the following shall be submitted to the arbitration procedure as set out in Article 32:
 - (a) disputes relating to extra-contractual responsibility of the Laboratory; or

- (b) disputes involving any person who may claim immunity from jurisdiction under paragraph 1 (a) of Article 15 or under Article 17, if this immunity is not waived in accordance with the provisions of paragraph 2 of Article 21. In the disputes where the immunity from jurisdiction is claimed under paragraph 1 (a) of Article 15 or Article 17, the responsibility of the Laboratory shall be substituted for that of the persons referred to in the above-mentioned articles.

ARTICLE 27

Liability insurance

- (1) The Laboratory shall carry insurance sufficient to cover its liabilities under Article 26. Such insurance contract shall be concluded with an insurance company licensed under French law.
- (2) The terms of the insurance contract shall be determined after consultation with the appropriate authorities of the French Republic.

ARTICLE 28

Entry into force

This Agreement shall enter into force one month after the date on which the Government of the French Republic has notified the Director-General that the internal constitutional requirements for the entry into force of this Agreement have been fulfilled.

ARTICLE 29

Interpretation

This Agreement shall be interpreted in the light of its primary purpose of enabling the Laboratory in its establishments in France fully and efficiently to discharge its responsibilities and fulfil its purposes.

ARTICLE 30Revision and Denunciation

- (1) Negotiations for the revision of this Agreement shall take place at the request of either party.
- (2) Should these negotiations not have led, after one year, to an understanding, this Agreement can be terminated by either party after two years' notice.

ARTICLE 31Duration of the Agreement

Subject to the provisions of Article 30 (2), the present Agreement shall remain in force so long as the Laboratory maintains an establishment in France.

ARTICLE 32Settlement of disputes

- (1) Any dispute arising out of the interpretation or application of this Agreement which cannot be settled directly between the Contracting Parties, may be submitted by either Contracting Party to an Arbitration Tribunal. If a Contracting Party intends to submit a dispute to an Arbitration Tribunal, it shall so notify the other party.
- (2) The Government of the French Republic and the Laboratory shall each appoint one member of the said tribunal. These two members shall designate a third member who shall be their chairman.
- (3) If within three months from the date of the notification referred to in paragraph (1) of this Article, either Contracting Party fails to make the appointment referred to in paragraph (2) of this Article, the choice of the

arbitrator shall, upon invitation of the other Contracting Party, be made by the President of the European Court of Human Rights or by the person acting in his stead. This shall also apply upon the request of either Contracting Party if within one month from the date of the appointment of the second arbitrator the first two arbitrators are unable to agree on the chairman to be appointed by them.

- (4) The tribunal shall determine its own procedure.
- (5) No appeal shall lie against the award of the Arbitration Tribunal, which shall be final and binding on the parties. In case of dispute concerning the import or scope of the award it shall be incumbent upon the Arbitration Tribunal to interpret it at the request of either party.

DONE at Paris this~~third~~..... day of ~~March~~.1976.....
 in duplicate in the English, French and German languages, all
 texts being equally authoritative.

For the European Molecular
 Biology Laboratory

For the Government of the
 French Republic

John Kendrew

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A N N E X

The staff of the Laboratory working in France can be divided into four categories:

- I - The Director, that is to say the person in charge of the execution of the permanent duties of the Laboratory in France.
- II - The senior staff, other than the director, i.e. those who have at least the French rank of "administrateur" or are of equal authority, and who are charged with responsible functions in the Laboratory in the respective fields of administration, science or technical activities.
- III - The executive administrative and technical staff.
- IV - The domestic staff, i.e. staff carrying out the domestic services of the Laboratory (in particular: the drivers, ushers, errand-boys, caretakers etc.) excluding persons serving staff members at home.

The present Annex forms an integrated part of the Agreement.