

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE ITALIAN REPUBLIC
AND
THE EUROPEAN MOLECULAR BIOLOGY LABORATORY
CONCERNING
THE EUROPEAN MOLECULAR BIOLOGY LABORATORY PROGRAMME
IN MONTEROTONDO**

The Government of the Italian Republic and the European Molecular Biology Laboratory,

Having regard to the Agreement establishing the European Molecular Biology Laboratory signed in Geneva on May 10, 1973;

Considering that the Council of the European Molecular Biology Laboratory has decided to establish research groups in Italy and that the Italian Government has declared its readiness to provide the European Molecular Biology Laboratory with suitable premises located at Monterotondo as outlined in Annex I;

Expressing their willingness to reach an agreement to define the privileges and immunities of the European Molecular Biology Laboratory in respect of its research groups at Monterotondo and to regulate the issues arising as a result of this establishment, as provided in article XI of the Agreement establishing the European Molecular Biology Laboratory;

Hereby agree as follows:

Article I

Definitions

Section 1:

For the purposes of this Agreement:

(a) "Laboratory Agreement" means the Agreement establishing the European Molecular Biology Laboratory signed in Geneva on May 10, 1973, and any amendments thereto;

(b) "Laboratory" means the European Molecular Biology Laboratory;

(c) "Programme" means the Laboratory Research Programme established at Monterotondo on the premises defined in Annex I;

(d) "Government" means the Government of the Italian Republic;

(e) "Agency" means any institution designated by the Government;

(f) "Members of personnel" means the members of the Laboratory personnel assigned to work in Italy, as defined by the Laboratory Staff Rules and Regulations;

(g) "Member State" means a State Party to the Laboratory Agreement;

(h) "Representatives of Member States" means the Heads of delegations of the Member States, their alternates and advisers participating in the meetings convened by the Programme or the Laboratory in Italy;

(i) "Director General" means the Director General of the Laboratory or the person referred to in paragraph 1(b) of Article VII of the Laboratory Agreement;

(j) "Expert" means a person other than a member of personnel appointed by the Council or the Director General to perform a specific task for or on behalf of the Laboratory.

Article II

Programme of the Monterotondo Laboratory

Section 2:

(1) The Government shall make available to the Laboratory suitable premises and facilities required for the establishment and operation of the Programme. Such premises and facilities shall be provided free of charge except for the expenses specified in Section 4 of this Agreement. The precise location and size of the premises and facilities are described in Annex I to this Agreement. This seat, where the Laboratory performs the tasks for which it has been established, shall be placed under the Laboratory authority and control.

(2) The Laboratory shall have the right to issue internal rules applicable to said premises and facilities and intended to lay the necessary conditions to facilitate the performance of its tasks. The Government shall take all the necessary measures to facilitate the establishment and operation of the Programme.

Section 3:

The Government, or the Agency designated by it, shall retain title to all building and materials put at the disposal of the Laboratory by the Government or its designated Agency and referred to in Annex I except for the exclusive right of the Laboratory to decide on the management and operation of the Programme.

Section 4:

(a) The Laboratory shall bear the expenses of the routine maintenance of the premises and for all communication and public utility services provided under Section 5 of this Agreement.

(b) The Government shall be responsible for the prevention and repair of structural damage and for modification and restructuring of the premises referred to in Section 2 as may be necessary and in accordance with plans jointly agreed upon by the Government and the Laboratory. Such works will be performed in a manner which does not prevent the Laboratory tasks from being fulfilled.

Article III

Public Services

Section 5:

The Government shall ensure that the relevant authorities supply the Laboratory with the necessary public services including electricity, water, gas, sewerage, post, telephone, internet, local transportation, collection of waste and fire protection. Such public services shall be supplied on terms not less favourable than those granted to the Italian public administrations.

In case of disruption or threatened disruption of any such services, the relevant Italian authorities shall consider the requirements of the Laboratory as being equally important as those of essential public administrations of the Government and shall take steps accordingly to ensure that the activity of the Laboratory is not undermined. In order to guarantee the steady supply of electricity during any disruption of service, the Government shall be responsible for the installation and special maintenance within the Programme of the necessary equipment for emergency power supply.

Section 6:

Upon request, the Laboratory shall enable the duly authorised representatives of the relevant public service bodies to inspect, repair, maintain, reconstruct and restore utilities, conduits and sewers within the Programme under conditions which shall not prevent the Laboratory tasks from being fulfilled.

Article IV

Privileges and Immunities

Section 7:

Immunity from Jurisdiction and Execution

(a) The seat of the Laboratory as defined in Section 2 of this Agreement shall be inviolable.

(b) No officer or official of the Italian Republic, or any person exercising public authority within the Italian Republic, shall enter the Laboratory to perform any duties therein except with the consent of the Director General. In case of natural calamities, fire, or other disaster requiring prompt protective action for security and public safety reasons, or when crimes shall be prosecuted, except for those carried out in the exercise of the Laboratory official activity, the consent of the Director General shall be presumed.

(c) The Director General shall prevent the seat of the Programme from being used as a refuge for persons who are avoiding arrest under any law of the Italian Republic, or who are required for extradition.

(d) The Laboratory property and assets and its files, wherever situated and by whoever owned, shall enjoy immunity from any sequestration or attachment, requisition, confiscation, expropriation. They shall also enjoy immunity from any form of administrative or judicial constraint, provided that these assets, property and files be directly used to reach the Laboratory institutional goals.

(e) The Laboratory does not enjoy immunity from jurisdiction and execution, if it has expressly waived immunity, in the following particular cases:

(i) in respect of a civil action by a third Party for damage stemming 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;

- (ii) in respect of contracts, other than those concluded in accordance with the Staff Rules and Regulations, without the arbitration clause referred to in Article XIII;
- (iii) in respect of an enforcement of an arbitration award made under Article XIII of this Agreement;
- (iv) in the event of an attachment order in respect of wages, salaries and fees owed by the Laboratory to a member of its personnel;
- (v) in respect of any counterclaim directly connected with court proceedings initiated by the Laboratory.

(f) Except as otherwise provided in the Laboratory Agreement or in this Agreement, the activities of the Laboratory concerning the Programme in Monterotondo shall be governed by the Italian law. The Laboratory shall have the power to set guidelines for research, operational within the seat, for the full and independent performance of its tasks with due regard to national and international guidelines for such purposes, which should not, however, be less stringent than those prevailing in the host country. The Government and the Laboratory shall consult each other in order to avoid any inconsistency between the regulations of the Laboratory and national and international guidelines. The Laboratory shall ensure the safety of its personnel and of the environment.

Section 8:

Within the framework of the Programme, the Laboratory may carry out all activities to promote its tasks as defined in Article II of the Laboratory Agreement. In particular, it may convene meetings at the seat of the Programme or, jointly with the relevant Italian authorities, elsewhere in Italy. To this end the Government will co-operate with the Laboratory in making the necessary facilities available. With regard to the official communications of the Laboratory and the transfer of its documents, the Laboratory shall enjoy treatment not less favourable than the treatment granted by the Government to other international organisations. No censorship shall be applied to official communications of the Laboratory made by whatever means of communication.

Article V

Liability

Section 9:

(a) International legal liability

By reason of the Laboratory activities in its territory, the Government shall not incur any international legal liability for acts or omissions of the Laboratory or of its representatives acting or failing to act within the limits of their duties. If a claim is nevertheless made against the Government, it shall have a right to appeal against the Laboratory.

(b) Liability insurance

The Laboratory shall carry insurance sufficient to cover its liabilities under this Agreement.

Article VI

Section 10:

(1) Freedom from currency restrictions

The Laboratory may receive and hold any kind of funds, currency or cash; it may use 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) Customs Provisions and Taxation

(a) Any kind of goods and materials imported or exported by the Laboratory necessary for the establishment and management of the Programme and for the exercise of the official activities of the Programme shall be exempt from all customs duties and taxes on import or export, except for those charges which are nothing more than payment for services rendered, and from all prohibitions and restrictions on import or export. The exemption from the value added tax shall apply on goods and materials imported for a value higher than the limit laid down by the Italian legislation for the international organizations in Italy. The import of biological material may be subject to restrictions, including quarantine under generally applicable health and plant-health provisions, and subject to exemptions granted on the basis of a procedure to be agreed upon between the Government and the Laboratory.

Quarantine facilities may be located in the Laboratory premises.

(b) Imported goods which are exempt from duties and taxes under the terms of this Agreement shall not be sold or transferred to a third Party unless the prior agreement of the Italian authorities has been obtained and the applicable duties, taxes and contributions have been paid. Where such duties, taxes and contributions are calculated on the basis of the value of the goods, the value at the time of transfer and the rates in force at that time shall apply.

(c) In particular, the Laboratory shall be exempt from customs duties and all other levies, prohibitions and restrictions on the import of a number of cars not exceeding three, which are strictly necessary for its official purposes and of the spare parts for these cars.

The Laboratory shall also be exempt from the motor vehicle tax in respect of such vehicles registered in a special series.

Fuel and lubricants for those vehicles may be purchased free of taxes according to the quantities and the rates generally granted to diplomatic missions in Italy.

The Laboratory may dispose freely of such vehicles three years after their import without any prohibition, restriction, customs duties or other levies.

Section 11:

Exemption from Taxation

(a) The Laboratory, its property and its assets shall - within the limits of its official activities - be exempt from all direct taxation and taxes levied by the State, Regions, Provinces and Municipalities.

(b) The Laboratory shall be exempt from the value added tax for substantial purchase of goods and services linked to its official activities and for the fulfillment of its tasks. Substantial purchases can mean the purchases of goods and services of an amount higher than the amount provided by the Italian legislation for the international organizations in Italy.

(c) Exemptions shall not be granted in respect of taxes which are in fact nothing more than charges for public services rendered to the Laboratory.

Article VII

Notification of Appointments

Section 12:

The Laboratory shall inform the Government when a member of personnel takes up or relinquishes his duties at the Laboratory in Italy. Furthermore, upon request, the Laboratory shall send to the

Government a list of all members of personnel assigned to it in Italy indicating in each case whether or not the individual is a national or permanent resident of Italy.

Before employing any person who is present in Italy at the time of such employment the Laboratory shall take all reasonable steps to ascertain that such person is not present in Italy in violation of the relevant immigration laws or is not subject to any prohibition thereunder preventing him from being employed in Italy. If the Government decides that, at the time of taking up his employment, any member of personnel was in Italy in violation of the immigration laws or was subject to such prohibition, the Laboratory and the Government shall consult with a view to agreeing on a suitable remedy, including, where appropriate, termination of such employment.

Members of personnel

Section 13:

(a) The members of personnel and the Experts, shall enjoy in the territory of the Italian Republic and in its respect:

- (i) immunity from jurisdiction in respect of acts performed or words spoken or written by them in their official capacity;
- (ii) immunity from the inspection and seizure of official luggage, except in the case of controls for security reasons.

(b) In particular, the members of personnel and the Experts, who are not nationals of Italy shall:

- (i) be exempt from the national service obligations;
- (ii) enjoy immunity, together with their spouses and dependants, from immigration restrictions and alien registration. The spouses and dependants of the internationally recruited personnel of the Laboratory, who are resident in Italy, shall be allowed to take up employment in Italy;
- (iii) be granted the same privileges in terms of exchange facilities as those granted to diplomatic agents in accordance with the Vienna Convention on Diplomatic Relations;
- (iv) be given, together with their spouses and dependants, the same repatriation facilities in time of international crisis as diplomatic agents.

(c) The members of personnel have the right to import from their last country of residence or from the country of which they are nationals, free of any duties and without prohibitions or restrictions, their furniture and other belongings including a car within six months since the first taking up of their post in Italy, in one or more shipments. Therefore they shall be entitled to import duty-free necessary replacements and spare parts for such items.

(d) Under the conditions and according to the procedure determined by the Council of the Laboratory, the members of personnel and the Director General of the Laboratory are subject to an internal effective tax, for the benefit of EMBL, on the salaries and emoluments paid by the Laboratory. Members of personnel and Director General including nationals and permanent residents of Italy, and Experts who are not nationals and permanent residents of Italy are exempt from the Italian income tax on the salaries and emoluments paid by the Laboratory. However, they will be taken into account for the purpose of determining the tax due on income from other sources.

(e) The Experts on mission for the Programme, the Representatives of the Member States, as well as the visiting officials employed by another component of the Laboratory, shall enjoy the privileges and immunities under paragraphs (a) (i) and (ii), (b) (iii) and (iv) above.

(f) The exemptions under this Section shall not apply to charges which are nothing more than payments for services rendered.

(g) The privileges and immunities envisaged in this Section shall not apply to the personnel employed by external service providers for the domestic service of the Laboratory.

(h) Every year the Laboratory shall communicate to the Government the list of the members of personnel and of the Experts to whom the provisions of this Section shall be applied.

(i) Immunity from jurisdiction shall not apply to a civil action by a third Party for damage stemming from an accident caused by a motor vehicle, ship or airplane belonging to, or operated on behalf of, the Laboratory or to a motor traffic offence. The Laboratory, however, commits itself to carry insurance to cover civil liability with a view to ensuring compensation for damage caused in the exercise of its tasks.

Section 14:

Subject to Section 13 (b) (ii) the Government shall facilitate entry into, residence in, and departure from Italy of all the individuals referred to in Section 13 and, where necessary, their families and members of their families. The relevant Italian authorities shall provide all the individuals falling under these categories with the required visas free of charge and as promptly as possible and also lend them the necessary assistance during transit.

Article VIII

Director General

Section 15:

(a) The Director General of the Laboratory enjoys - in the territory of the Italian Republic - immunity from jurisdiction in respect of acts performed and words spoken or written in the exercise of his official duties, unless he has waived it expressly. The waiver of this immunity shall not be applicable to immunity from sentence execution for which a separate waiver is needed.

(b) The Director General who is not a national or permanent resident of Italy before his appointment enjoys - over and above the immunity under sub-paragraph (a) - the following immunities and privileges:

- (i) immunity from arrest, detention on suspicion and preventive detention;
- (ii) the same customs facilities as regards his personal luggage as are accorded in the Italian Republic to diplomatic agents;
- (iii) inviolability of the official documents in his possession;
- (iv) exemption for him and his dependants from the restrictive measures related to immigration;
- (v) the same tax privileges as those granted to the members of the diplomatic missions having a similar position and status.

(c) The Director General who is a national of Italy before his appointment enjoys - in the territory of the Italian Republic, over and above the immunity under sub-paragraph (a) - the following immunities and privileges:

- (i) immunity from arrest, detention on suspicion and preventive detention, except in case of flagrante delicto or crime perpetrated in the Italian Republic which is punished by Italian law with a term of imprisonment not shorter than three years;
- (ii) the same customs facilities as regards his personal luggage as are accorded in the Italian Republic to diplomatic agents;
- (iii) inviolability of the official documents in his possession;
- (iv) the same facilities in terms of currency or exchange restrictions as those granted to the representatives of foreign governments on mission in Italy only to the extent required

for the exercise of his official duties, except for any other tax and currency privilege granted to the members of the diplomatic missions.

(d) Immunity from jurisdiction shall not apply to a civil action by a third Party for damage stemming from an accident caused by a motor vehicle, ship or airplane belonging to, or operated on behalf of, the Laboratory or to a motor traffic offence. The Laboratory, however, commits itself to carry insurance to cover civil liability with a view to ensuring compensation for damage caused in the exercise of its tasks.

Article IX

Section 16:

Object of Privileges and Immunities

The object of the privileges and immunities granted by this Agreement to the members of personnel and Experts of the Laboratory is solely to ensure the smooth operation of the Laboratory and the independence of the persons to whom they are granted.

Subject to the privileges and immunities granted by this Agreement, all those who enjoy such privileges and immunities shall comply with the laws and the regulations in force in the territory of the Italian Republic and shall not interfere with the internal affairs of the State.

Section 17:

The Director General has the right and the duty to waive immunities, except his own, when he considers that they obstruct the course of justice and when it is possible to forgo them without undermining the interests of the Laboratory.

Section 18:

The Laboratory shall always cooperate with the relevant authorities in order to prevent any abuse of the privileges, immunities and facilitations provided for in this Agreement.

Article X

Communications and Transport

Section 19:

(a) All communications directed to the Laboratory, or to any member of personnel of the Laboratory at the seat of the Programme, and all outward official communications of the Laboratory, by whatever means or in whatever form transmitted, shall not be subject to censorship or any other form of tapping or interference.

(b) The Laboratory shall have the right to use codes and to dispatch and receive official communications by courier or in sealed bags, since they are granted the same privileges and immunities as those granted to diplomatic couriers and bags.

(c) Nothing in this Section shall be construed as precluding the adoption of security measures to be agreed between the Laboratory and the Government.

(d) This Section shall also be applied to publications, computer records, pictures, films and sound recordings.

Article XI

Health Care and Social Security

Section 20:

(a) Insofar as the Laboratory operates a health care and social security scheme, the Laboratory, its Director General and members of personnel shall be exempt from all compulsory contributions to national health care and social security organ. However, members of personnel may make voluntary contributions to Italian social security institutions and benefit accordingly from the services provided.

(b) It is possible to stipulate complementary *ad hoc* agreements in order to allow the Director General and the members of personnel to benefit from the services provided by the Italian National Health System.

(c) The provisions of letter a) of this Section shall apply to family members, except where they exercise a work activity outside the Laboratory or an independent activity and may benefit from social security benefits provided for by Italian law.

Article XII

Liaison with the Government

Section 21:

The Government shall designate the appropriate authority to co-operate with the Director of the Programme in respect of all matters relating to the Programme administration and management.

Article XIII

Contracts

Section 22:

(a) The Laboratory may include in all the written contracts regulated by private law which are concluded by it, other than those concluded in accordance with the Staff Rules and Regulations, an arbitration clause whereby any dispute stemming from 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 to appoint the arbitrators, the applicable law and the Country where the arbitrators shall sit. The arbitration procedure shall be that of the Country where the arbitrators sit.

(b) The enforcement of the award of such arbitration shall be governed by the rules in force in the State where it is executed.

Article XIV

Disputes between the Laboratory and its personnel.

Section 23:

Disputes between the Laboratory and members of personnel shall be settled in accordance with the Staff Rules and Regulations of the Laboratory.

Article XV

Settlement of Disputes

Section 24:

Any dispute stemming from the interpretation or implementation of this Agreement, that is not settled by negotiation or as maybe otherwise agreed, shall, at the request of either Party, be submitted to an arbitration tribunal. The Laboratory and the Government shall designate one arbitrator each, and the two arbitrators so designated shall appoint a third arbitrator, who shall be the chairman of the tribunal.

If, within thirty days since the request for arbitration, either Party has not designated an arbitrator, either Party may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty days since the designation or appointment of the second arbitrator, the third arbitrator has not been appointed. The majority of the members of the arbitration tribunal shall represent the quorum, and decisions shall be taken by a majority vote. The arbitration procedure shall be established by the tribunal, whose decisions, including those concerning its establishment, procedure, jurisdiction and sharing of the arbitration expenses between the Parties, shall be binding on all the Parties to the dispute. The remuneration of the arbitrators shall be determined on the same basis as that of the *ad hoc* judges of the International Court of Justice.

Article XVI

Supplementary Agreements

Section 25:

The Government and the Laboratory may reach all the supplementary agreements as may be necessary.

Article XVII

Entry into force

Section 26:

This Agreement shall enter into force on the date of the second of the two notifications by which the Contracting Parties will communicate each other that the procedures provided by their respective domestic laws have been fulfilled.

Article XVIII

Revision and Termination

Section 27:

(a) The negotiations for the revision or termination of this Agreement shall take place at the request of either Contracting Party.

(b) If, after one year, these negotiations have not led to an understanding, this Agreement may be denounced by either Contracting party at one year notice.

Article XIX

Duration of the Agreement

Section 28:


Subject to the provisions of paragraph (b) of Article XVIII, this Agreement shall remain in force as long as the Laboratory maintains the Programme in Italy.

Section 29:

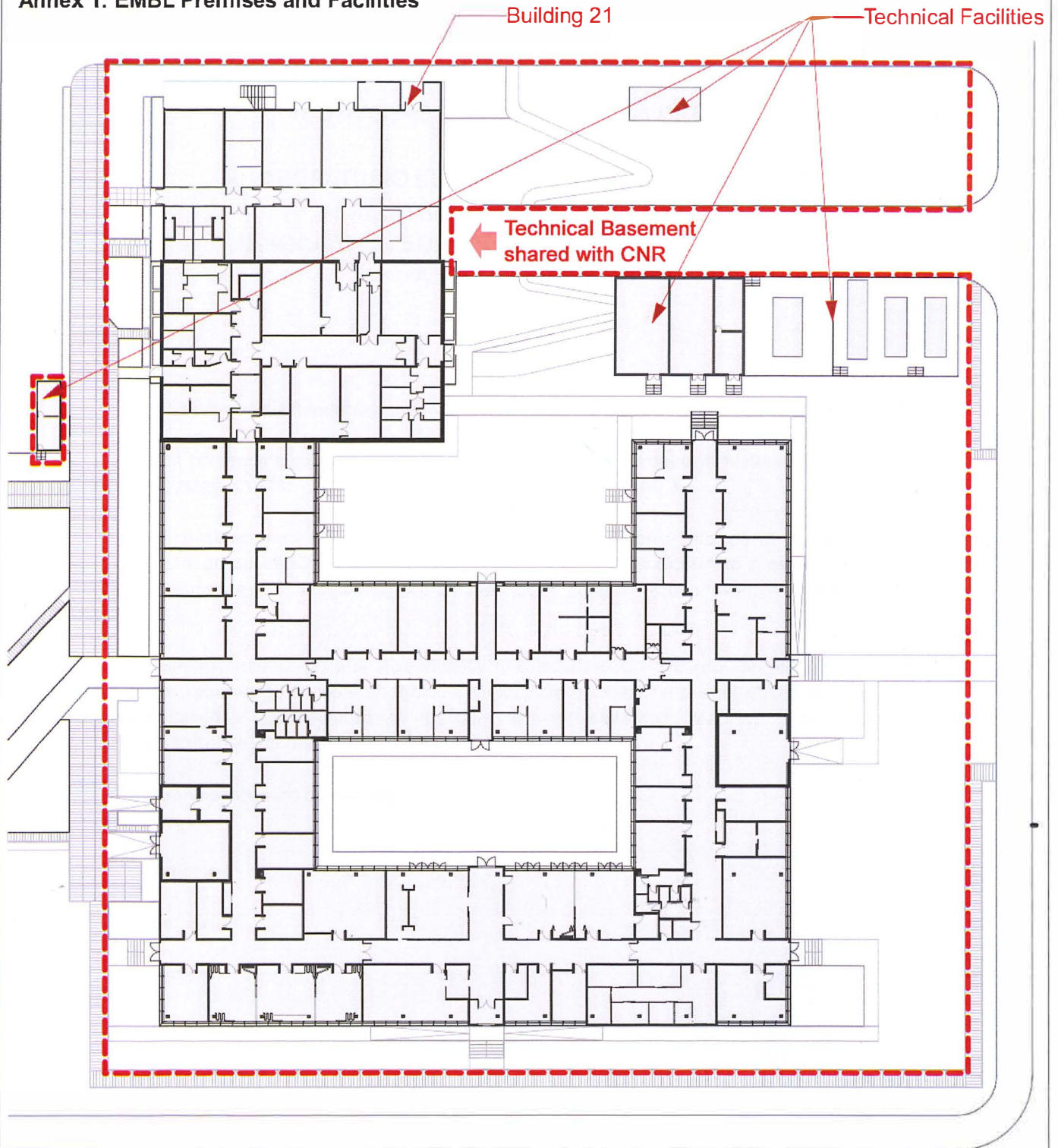
From the date of its entry into force, this agreement replaces the Agreement between the Government of the Italian Republic and the European Molecular Biology Laboratory in Monterotondo, with attachments, made in Rome on 29 June 1999.

Done at Heidelberg on 19.04.21 and at Rome on 09/05/21 in duplicate in the English and Italian languages, both texts being equally authentic.


For the Government of the
Italian Republic


For the European Molecular
Biology Laboratory

Annex 1. EMBL Premises and Facilities



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