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Headquarters Agreement

between the Government of the United Kingdom of Great Britain and
Northern Ireland and the European Police College

The Hague, 30 December 2004

[The Agreement entered into force on 30 December 2004]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
March 2005*

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**HEADQUARTERS AGREEMENT BETWEEN THE GOVERNMENT OF
THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN
IRELAND AND THE EUROPEAN POLICE COLLEGE**

The Government of the United Kingdom of Great Britain and Northern Ireland (“Government”) and the European Police College (“CEPOL”);

Having regard to Council Decision 2000/820/JHA establishing a European Police College (CEPOL), as amended by Council Decision 2004/ 566/JHA and Council Decision 2004/567/JHA;

Desiring to define the status, privileges and immunities of CEPOL;

Have agreed as follows:

ARTICLE 1

Use of Terms

For the purpose of this Agreement:

- (a) “CEPOL” means “Collège européen de police”, which means the European Police College;
- (b) “Government” means the Government of the United Kingdom of Great Britain and Northern Ireland (the “United Kingdom”);
- (c) “the Archives of CEPOL” means all records, correspondence, documents, manuscripts, photographs, films, recordings, computer programmes, video tapes, discs and data held in any other media belonging to or held by CEPOL and all information therein contained;
- (d) “the Premises of CEPOL” means the buildings or parts of buildings and the land ancillary thereto used for the Official Activities of CEPOL;
- (e) “Members of Staff” means the staff of the Secretariat of CEPOL set up pursuant to Article 4 of the Council Decision, and does not include locally recruited staff assigned to hourly rates of pay;
- (f) “Council Decision” means Council Decision 2000/820/JHA, as amended by Council Decision 2004/566/JHA and Council Decision 2004/567/JHA;

- (g) “Official Activities of CEPOL” means those activities carried out pursuant to Articles 6 and 7 of the Council Decision.

ARTICLE 2

Interpretation

This Agreement shall be interpreted in the light of the primary objective of enabling CEPOL at its Headquarters in the United Kingdom fully and efficiently to discharge its responsibilities and fulfil its objectives and tasks. In case of any conflict between the Council Decision and this Agreement the Council Decision shall prevail.

ARTICLE 3

Legal Personality

CEPOL shall have legal personality. It shall in particular have the capacity to contract, to acquire and dispose of movable and immovable property and to be a party to legal proceedings.

ARTICLE 4

Inviolability of Archives

The Archives of CEPOL shall be inviolable.

ARTICLE 5

Immunity from Judicial Proceedings

1. Within the scope of its Official Activities CEPOL shall enjoy immunity from jurisdiction, except that the immunity of CEPOL shall not apply:
 - (a) to the extent that CEPOL shall have expressly waived such immunity in a particular case;
 - (b) in respect of a civil action by a third party for damage caused by a motor vehicle belonging to, or operated on behalf of, CEPOL or in respect of a motor traffic offence involving such a vehicle;
 - (c) in respect of a civil action relating to death or personal injury caused by an act or omission in the United Kingdom;

- (d) in respect of the enforcement of an arbitration award made against CEPOL as a result of an express submission to arbitration by or on behalf of CEPOL;
- (e) in respect of any counter-claim directly connected with court proceedings initiated by CEPOL;
- (f) in respect of proceedings relating to a contract of employment between CEPOL and a Member of Staff.

2. The property and assets of CEPOL shall, wherever located and by whomsoever held, be immune from all forms of restraint, seizure, attachment or execution except upon the delivery of a final judgment against CEPOL.

ARTICLE 6

The Premises of CEPOL

1. The Premises of CEPOL shall be inviolable and shall be under the control and authority of CEPOL, which may establish any regulations necessary for the exercise of its functions therein.
2. The appropriate authorities shall take such measures as they consider necessary for the protection of the Premises of CEPOL and for the maintenance of order in its vicinity.
3. No official of the Government or person exercising any public authority, whether administrative, judicial, military or police, shall enter the Premises of CEPOL except with the consent of and under conditions approved by the Administrative Director of CEPOL. In case of fire or other emergency requiring prompt protective action, or in the event that the competent authorities of the United Kingdom have reasonable cause to believe that such an emergency has occurred or is about to occur in the Premises of CEPOL, the consent of the Administrative Director on behalf of CEPOL to entry into the Premises shall be presumed if the Administrative Director cannot be reached in time.
4. Without prejudice to the terms of this Agreement, CEPOL shall prevent the Premises of CEPOL from becoming a refuge from justice for persons subject to extradition or deportation, or who are avoiding arrest or service of legal process under the law of the United Kingdom.
5. The Government shall do its utmost to meet the requirements of CEPOL in the negotiation and acquisition (by gift, lease, licence, hire or purchase thereof) of the Premises of CEPOL.

ARTICLE 7

Public Utilities and Services in the Premises of CEPOL

1. The Government shall do its utmost to ensure that the Premises of CEPOL are supplied with necessary public services, including electricity, water, sewerage, gas, post, telephone, drainage, collection of refuse and fire protection and that such public services are supplied on reasonable terms. In case of any interruption or threatened interruption to such services, the Government shall take reasonable steps to ensure that the Official Activities of CEPOL are not prejudiced.
2. The Administrative Director on behalf of CEPOL shall, upon request, make suitable arrangements to enable duly authorised representatives of the appropriate public service bodies to inspect, repair, maintain, reconstruct or relocate utilities, conduits, mains and sewers within the Premises of CEPOL under conditions which will not unreasonably disturb the carrying out of the Official Activities of CEPOL.

ARTICLE 8

Exemption from Taxation

1. Within the scope of its Official Activities CEPOL, its property, assets and income shall be exempt from all direct taxes.
2. CEPOL shall have relief by way of refund of value added tax paid on purchase of new vehicles which are necessary for the Official Activities of CEPOL and of value added tax paid on the supply of any other goods and services of substantial value which are necessary for the Official Activities of CEPOL.
3. CEPOL shall have relief by way of refund of duty (whether customs or excise) paid on imported hydrocarbon oil within the meaning of the Hydrocarbon Oil Duties Act 1979 or value added tax paid on the importation of such oil which is bought in the United Kingdom by CEPOL and necessary for the exercise of its Official Activities.
4. CEPOL, within the scope of its Official Activities, shall be granted relief from non-domestic rates, or any other local taxes or duties or rates in substitution therefore or in addition thereto, levied on the Premises of CEPOL with the exception of the proportion which, as in the case of diplomatic missions, represents a charge for public services. The rates, or any other local taxes or duties or rates levied in substitution therefor or in addition thereto, referred to in this paragraph shall in the first instance be paid by the Government, which shall recover from CEPOL the proportion which represents a charge for public services.
5. CEPOL shall have relief by way of refund of insurance premium tax and air passenger duty paid by CEPOL in the exercise of its Official Activities.

ARTICLE 9

Customs Provisions

1. CEPOL shall have exemption from duties (whether customs or excise) and taxes on the importation of goods imported by CEPOL and necessary for the exercise of its Official Activities, such exemption to be subject to compliance with such conditions as the Commissioners of Customs and Excise may prescribe for the protection of the Revenue.
2. CEPOL shall have exemption from prohibitions and restrictions on importation or exportation of goods by CEPOL and necessary for the exercise of its Official Activities except where the prohibitions or restrictions arise from European Community law.

ARTICLE 10

Flag and Emblem

CEPOL shall be entitled to display its flag and emblem on the Premises of CEPOL and on any official vehicles.

ARTICLE 11

Resale

Goods belonging to CEPOL which have been acquired under Article 8 or imported under Article 9 shall not be sold, given away, hired out or otherwise disposed of in the United Kingdom unless the Government has been notified in advance and the relevant taxes and duties are paid.

ARTICLE 12

Communications

1. With regard to the official communications of CEPOL and the transfer of all its documents, CEPOL shall enjoy treatment not less favourable than that accorded by the Government to other international organisations.
2. The Government shall permit and protect unrestricted communication on the part of CEPOL for all the Official Activities of CEPOL.
3. CEPOL shall have the right to use codes and to dispatch and receive official correspondence and other official communications by courier or in sealed bags

which shall have immunities and privileges not less favourable than those accorded to diplomatic couriers and bags.

ARTICLE 13

Members of Staff

1. Members of Staff shall:
 - (a) have, even after they have left the service of CEPOL, immunity from jurisdiction in respect of acts, including words written and spoken, done by them in the exercise of their functions; this immunity shall not apply, however, in the case of a motor traffic offence committed by a Member of Staff, nor in the case of damage caused by a motor vehicle belonging to or driven by a Member of Staff;
 - (b) enjoy inviolability for all their official papers and documents;
 - (c) be exempt, together with members of their families forming part of their household, from immigration restrictions and alien registration and from registration formalities for the purposes of immigration control;
 - (d) have the right to import duty-free their furniture and personal effects (including one motor vehicle each) 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 governing the disposal of goods imported into the United Kingdom free of duty and to the general restrictions applied in the United Kingdom to all imports and exports.
2. The privileges and immunities set out in sub-paragraphs (c) and (d) of paragraph 1 of this Article shall not apply to Members of Staff who are nationals or permanent residents of the United Kingdom.
3. Members of Staff shall be subject to an internal effective tax imposed by CEPOL for its benefit on salaries and emoluments paid by CEPOL. From the date on which this tax is applied such emoluments shall be exempt from United Kingdom income tax. This paragraph shall not apply to pensions or annuities paid by CEPOL.
4. From the date on which CEPOL establishes or joins a social security scheme Members of Staff shall, with respect to services rendered for CEPOL, be exempt from the provisions of any social security scheme established by the United Kingdom.

ARTICLE 14

Notification of Appointments and Departures; Cards

1. CEPOL shall inform the Government when a Member of Staff takes up or relinquishes his or her duties at CEPOL. Furthermore CEPOL shall every six months send to the Government a list of all Members of Staff assigned to CEPOL indicating in each case whether or not the individual is a national or permanent resident of the United Kingdom.

2. The Government shall issue to all Members of Staff, on notification of their appointment, a card bearing the photograph of the holder and identifying him or her as a Member of Staff of CEPOL. CEPOL shall ensure that when a Member of Staff relinquishes his or her duties at CEPOL, his or her card is returned promptly to the Government for cancellation.

ARTICLE 15

Object of Privileges and Immunities; Waiver

1. The privileges, immunities and facilities accorded under the provisions of this Agreement are conferred in the interest of CEPOL and not for the personal benefit of the individuals themselves. It is the duty of CEPOL and all Members of Staff enjoying privileges, immunities and facilities to observe in all other respects the laws and regulations of the United Kingdom.

2. The Administrative Director shall be required to waive any privilege or immunity in respect of CEPOL and any Member of Staff when the privilege or immunity would prevent the carrying out of justice and when it is possible to dispense with the privilege or immunity without prejudicing the interests of CEPOL. In similar circumstances and under the same conditions the Governing Board of CEPOL shall be required to waive any privilege or immunity of the Administrative Director.

ARTICLE 16

Co-operation with United Kingdom Authorities

1. CEPOL shall co-operate at all times with the appropriate authorities of the United Kingdom in order to facilitate the proper administration of justice, to ensure the observance of police, public health and labour regulations and to prevent any abuse of the privileges, immunities and facilities provided for in this Agreement.

2. In order to facilitate the application of this Agreement, CEPOL shall closely co-operate with the representatives designated by the Government and with the local authorities.

3. Should the Government consider that an abuse of a privilege, immunity or facility conferred by this Agreement has occurred, CEPOL shall, upon request, determine whether any such abuse has occurred. If a result satisfactory to CEPOL and the Government is not achieved, the matter shall be settled in accordance with the procedure in Article 19.

ARTICLE 17

National Security

The provisions of this Agreement shall not affect the right of the Government to take measures it considers necessary for the security of the United Kingdom.

ARTICLE 18

Law and Authority and Liability for Damage

1. Except as otherwise provided in this Agreement or in the Council Decision, the laws and regulations of the United Kingdom shall apply to and within the Premises of CEPOL.

2. CEPOL shall be responsible for any loss or damage arising from the activities of CEPOL in the United Kingdom.

ARTICLE 19

Settlement of Disputes

1. Any dispute between CEPOL and the Government concerning the interpretation or application of this Agreement or any question affecting the relations between the Government and CEPOL which is not settled by negotiation or some other agreed method, shall be referred for final decision to a tribunal of three arbitrators, at the request of either Party. Each Party shall appoint one arbitrator. The third, who shall be Chair of the tribunal, shall be chosen by the first two arbitrators.

2. If one of the Parties fails to appoint an arbitrator within two months following a request from the other Party to make such an appointment, the other Party may request the President of the Court of Justice of the European Communities, or, in his or her absence, the Vice President, to make such an appointment.

3. Should the first two arbitrators fail to agree upon the third within two months of their appointment, either Party may request the President of the Court of

Justice of the European Communities, or, in his or her absence, the Vice President, to make such an appointment.

4. Unless the Parties agree otherwise, the tribunal shall determine its own procedure.

5. The tribunal shall make its decision by a majority of votes. The Chairman shall have a casting vote. The decision shall be final and binding on the Parties.

ARTICLE 20

Amendments

CEPOL and the Government shall enter into consultations with respect to the amendment of this Agreement at the request of either of them. Any agreement reached on amendment shall be given effect by an Exchange of Notes between authorised representatives of the Government and of CEPOL.

ARTICLE 21

Entry into Force and Termination of this Agreement

1. This Agreement shall enter into force on signature by the Government and CEPOL.

2. This Agreement may be terminated by Exchange of Notes between the Government and CEPOL.

3. In the event of the Headquarters of CEPOL being moved from the territory of the United Kingdom, this Agreement shall cease to be in force after the period reasonably required for such transfer and for the disposal of the property of CEPOL.

4. Notwithstanding the preceding paragraphs, this Agreement shall remain in force in respect of any events which occurred before its date of termination.

In witness whereof, the respective representatives, duly authorised thereto, have signed this Agreement.

Done in duplicate at The Hague on the thirtieth day of December 2004.

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

For the European
Police College:

JANE DARBY

I. STAM



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