

**AGREEMENT BETWEEN THE KINGDOM OF SPAIN AND THE EUROPEAN
MOLECULAR BIOLOGY LABORATORY (EMBL) ON THE ESTABLISHMENT OF
AN OUTSTATION OF THE SAID LABORATORY IN SPAIN**

A handwritten signature in blue ink, consisting of a stylized, cursive name.

**AGREEMENT BETWEEN THE KINGDOM OF SPAIN AND THE EUROPEAN
MOLECULAR BIOLOGY LABORATORY (EMBL) ON THE ESTABLISHMENT OF AN
OUTSTATION OF THE SAID LABORATORY IN SPAIN**

The Kingdom of Spain (hereinafter referred to as “**Spain**”),

and

The European Molecular Biology Laboratory (hereinafter referred to as “**EMBL**”);

Having regard to the Agreement Establishing the European Molecular Biology Laboratory;¹

Having regard to the document dated 17 March 1987 by means of which Spain signed the Instrument of Accession to the EMBL;

Considering that the Council of the EMBL has decided to permanently establish an outstation in Spain and that the Spanish Authorities have declared their readiness to provide the EMBL with suitable premises;

Expressing their willingness to reach an agreement to establish the aforementioned outstation in Spain and to regulate the issues arising as a result of this establishment, as provided in article XI of the Agreement establishing the EMBL;

Have agreed as follows:

**ARTICLE 1
Definitions**

1. For the purpose of this Agreement:

- a) “Appropriate Authorities” means the competent national and local Authorities in Spain under the laws of Spain;
- b) “Archives of EMBL” means all correspondence, records, documents, manuscripts, computer records, still and motion images, films, and sound recordings, including digital information and any other storage, data and communication media that may arise, belonging to or held by EMBL in furtherance of its constitutional functions and wherever located;
- c) “Assets of EMBL” means all assets, including funds, income and other assets, belonging to EMBL or held or administered by EMBL in furtherance of its constitutional functions;
- d) “Council” means the Council of the EMBL;

¹ United Nations Treaty Series Volume 954, Nr. I-13668

- e) "Director General" means the Director General of the EMBL or the person referred to in Paragraph 1(b) of Article VII of the EMBL Agreement;
- f) "EMBL Agreement" means the Agreement establishing the EMBL signed at Geneva on 10 May 1973, and any amendments thereto;
- g) "Expert" means a person other than a Member of staff, appointed by the Council or the Director General to carry out a specific task for or on behalf of the EMBL;
- h) "Facilities" means the laboratories, offices and other spaces occupied by EMBL, as defined in the Annex I;
- i) "Government" means the Government of Spain;
- j) "Member State" means a State Party to the EMBL Agreement;
- k) "Members of staff" means the members of the personnel of the EMBL, as defined by the EMBL's Staff Rules and Regulations assigned to work at the Outstation in Barcelona, Spain;
- l) "Members of the Family" means: (i) the spouse or registered partner of Members of staff; (ii) children of Members of staff who are under 18 years of age; (iii) children of Members of staff under 23 years of age who are in full-time education and economically dependent; and (iv) children of Members of staff of any age who are dependent due to disability;
- m) "Outstation" means the part of the EMBL established by means of this Agreement in Barcelona (Spain);
- n) "Parties" means the Kingdom of Spain and EMBL;
- o) "Premises" means land, buildings and parts of buildings normally occupied by the EMBL in Spain for the development of its official activities;
- p) "PRBB building" means the building of the Catalanian Government located at 88, Doctor Aiguader, St. E-08003 Barcelona (Spain), devoted to research on Life and biomedical sciences;
- q) "Representatives of Member States" means heads of delegations of Member States, their alternates and advisers participating in meetings convened by the Outstation or by the EMBL at the Outstation;
- r) "State" means the Kingdom of Spain;
- s) "Telecommunications" means any emission, transmission or reception of written or oral information, images, sound or information of any nature by wire, radio, satellite, optical fibre or any other electronic or electromagnetic means;



ARTICLE 2

Subject Matter

The subject matter of this Agreement is to lay down the terms and conditions for the establishment of an Outstation of the EMBL in Spain and to define the privileges and immunities of the EMBL, its Director General and its staff.

ARTICLE 3

Legal Personality

The EMBL, which is an international organization, shall enjoy such legal capacity as may be necessary for the exercise of its functions and the fulfilment of its purpose in the entire territory of Spain. 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

Site, Premises and Facilities

1. Spain and the EMBL agree to establish an EMBL Outstation in Spain.
2. The Spanish Appropriate Authorities shall make available to EMBL, free of charge and in proper conditions, suitable Premises and Facilities required for the establishment and operation of the outstation up to the limit foreseen in Annex I to this Agreement, in order for EMBL to perform the activities assigned to its Outstation. The precise location and size of the Premises and Facilities are described in Annex I to this Agreement which forms an integral and indissoluble part of it. The provisions of Annex I may be reviewed by mutual agreement of the Spanish competent authorities and the Director General of the EMBL.
3. The relevant Spanish Appropriate Authority being the owner of the Premises and Facilities shall retain title to all buildings and materials put at the disposal of the EMBL.
4. The EMBL shall have the right to issue internal rules applicable to the Premises and Facilities or for carrying out its official activities, intended to lay the necessary conditions to facilitate the performance of its tasks.
5. Any of EMBL's Premises and Facilities shall be inviolable.
6. The Spanish Appropriate Authorities shall ensure that the relevant public service bodies supply the EMBL with the necessary public services including electricity, water, gas, sewerage, post, telephone, internet, local transportation, collection of waste, fire protection, consumption costs of which will be incurred by the EMBL. For this purpose, the EMBL shall, upon request, enable the duly authorized representatives of the relevant public service bodies to install, inspect, repair, maintain, reconstruct and restore utilities, conduits and sewers within the Premises and Facilities.
7. Any permits, authorizations or similar licenses, certifications or approvals requested by EMBL in relation to the Premises and Facilities or the carrying out of its official activities shall be issued free of charge to EMBL and without undue delay.

ARTICLE 5
Inviolability of Archives

The Archives of the EMBL in respect of the Outstation shall be inviolable, wherever they may be.

ARTICLE 6
Immunity from Jurisdiction and Execution

1. EMBL shall enjoy immunity from jurisdiction and execution in Spain, except:
 - a) to the extent that the EMBL 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 EMBL 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 Rules and Regulations) which do not include an arbitration clause as referred to in Article 23;
 - d) in respect of the enforcement of an arbitration award made under Article 23 or 26;
 - e) in respect of an attachment order against the salaries, wages and emoluments owed by the EMBL to a Member of staff;
 - f) in respect of any counter-claim directly connected with court proceedings initiated by the EMBL.
2. Except as provided in Paragraph 1 of this Article, property and Assets of the EMBL in Spain shall, wherever situated, be immune from any form of requisition, confiscation or 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 EMBL.
3. Waiver of immunity from jurisdiction in respect of any legal proceedings shall not be held to imply waiver of immunity in respect of the execution of the judgment, for which a separate waiver shall be necessary.

ARTICLE 7
Exemption from Taxation and Currency Restrictions

1. The EMBL, its property and its Assets shall, within the limits of its official activities, be exempt from all direct taxation and duties levied by the State, Autonomous Communities and Municipalities.
2. The EMBL shall be exempt from the Value Added Tax for purchases of goods and services when the taxable amount of which is equal or higher than €300.50 and from any other indirect tax linked to its official activities and for the fulfilment of its tasks.
3. Exemptions shall not be granted in respect of duties and taxes which are in fact nothing more than charges for public services rendered to the Outstation.



4. The EMBL may receive and hold any kind of funds, currency or cash; it may use them freely for any kind of purpose provided for in the EMBL Agreement and hold accounts in any currency to the extent required to meet its obligations.

ARTICLE 8 Customs Provisions

Goods imported or exported by the EMBL and necessary for the exercise of the official activities of the Outstation shall be exempt from all custom duties on import and export and other mandatory charges, except those charges which are no more than payment for services rendered, and from all prohibitions and restrictions on import or export.

ARTICLE 9 Official Activities

For the purposes of Articles 6, 7, 8 and 12 of this Agreement, the official activities of the Outstation shall include its administrative activities and those undertaken in pursuance of the purposes of the Outstation.

ARTICLE 10 Goods for Members of Staff

No exemption shall be accorded under Articles 7 or 8 in respect of goods purchased or imported for the personal benefit of the Members of staff, except for the provisions of article 15.1.f).

ARTICLE 11 Disposal or Transfer of Goods

Goods belonging to the EMBL which have been acquired under Article 7 or imported under Article 8 shall not be transferred, sold, given away, lent or hired out except in accordance with the Spanish Law applicable to international organizations based in Spain. However, this prohibition shall not apply to the transfer of goods between different establishments of the EMBL wherever they may be.

ARTICLE 12 Circulation of Publications

The circulation of publications and other information material sent by or to the EMBL in whatever form or media within the scope of the official activities of the Outstation shall not be restricted in any way.

ARTICLE 13 Communications

1. With regard to the official communications of the EMBL and the transfer of all its documents both in whatever form or media, the EMBL shall enjoy treatment not less favourable than that accorded by the Government to other international organizations.



2. No censorship shall be applied to official communications of the Outstation by whatever means of communication.

ARTICLE 14
Representatives of Member States, Experts and Official Invitees

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, either in the case of a motor traffic offence committed by a representative of a Member State or 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, documents and data;
 - c) exemption for themselves and their Members of the Family from all immigration restrictions and alien registration and from registration formalities for the purposes of immigration control.
2. The Government shall facilitate the entry into Spain of Experts on mission. They shall enjoy, while exercising their functions and in the course of their journeys to and from the place of meeting, exemption from alien registration and from registration formalities for the purposes of immigration control.
3. The privileges and immunities described in Paragraph 1 of this Article shall not be accorded to any Representative of the Government or the members of their delegation.
4. The Government shall take all appropriate measures to facilitate entry, stay and departure of all persons officially invited to the Outstation.

ARTICLE 15
Members of Staff

1. The Members of staff shall:
 - a) have, even after they have left the service of the EMBL, 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 Member of staff of the EMBL, nor in the case of damage caused by a motor vehicle belonging to or driven by a Member of staff;
 - b) be exempt from any compulsory service in Spain;
 - c) enjoy inviolability for all their official papers, documents and data;



- d) be exempt, together with the Members of the Family, from immigration restrictions and alien registration and from registration formalities for the purposes of immigration control;
 - e) enjoy together with the Members of the Family the same facilities for repatriation as diplomatic agents in time of international crises;
 - f) have the right to import duty-free their furniture and personal effects (including one motor vehicle each) during a twelve-month period as from 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, as well as in the case of selling or otherwise making such furniture or personal effects available to third parties (whether for consideration or not) within Spanish territory, to the conditions governing the disposal of goods imported into Spain free of duty and to the general restrictions applied in Spain to all imports and exports.
 - g) not be exempt from the Value Added Tax for purchases of goods for their private use.
2. The privileges and immunities set out in Subparagraphs (b), (d), (e) and (f) of Paragraph 1 of this Article shall not apply to Members of staff who are nationals or permanent residents of Spain and none of the privileges and immunities set out in Paragraph 1 of this Article shall apply to locally recruited Members of staff in the domestic service of the EMBL.
3. The Members of the Family shall have the right to have paid employment in Spain during the time of service of Members of staff in Spain which shall require, if legally needed, the previous authorization of the relevant Spanish Ministry. The authorization may be denied if employment is reserved for Spanish nationals for reasons of security, exercise of public power or safeguard the interests of the State. The privileges and immunities provided for in this Agreement shall not apply with respect to such employment.

ARTICLE 16 **The Director General**

In addition to the privileges and immunities granted to Members of staff, the Director General shall, provided that he is not a national or a permanent resident of Spain, enjoy the same privileges and immunities as are accorded to diplomatic agents in accordance with the Vienna Convention on Diplomatic Relations.

ARTICLE 17 **Income Tax**

1. Under the conditions and according to the procedure determined by the Council, the Members of staff shall be subject to an internal effective tax, for the benefit of the EMBL, on the salaries and emoluments paid by the EMBL. From the date on which this tax shall be applied, these salaries and emoluments shall be exempt from Spanish income tax but the Government shall retain the right to take these salaries and emoluments into account for the purpose of assessing the amount of taxation to be applied to income from other sources.
2. Insofar as the EMBL operates a system for the payment of pensions and annuities to former Members of staff, the provisions of Paragraph 1 of this Article shall not apply to such pensions or annuities.



ARTICLE 18
Notification of Appointments

1. The EMBL shall inform the Government when a Member of staff takes up or relinquishes his or her duties at the Outstation. Furthermore the EMBL shall from time to time send to the Government a list of all Members of staff assigned to the Outstation indicating in each case whether or not the individual is a national or permanent resident of Spain.
2. Before employing as a Member of staff any person who is present in Spain at the time of such employment, the EMBL shall take all reasonable steps to ascertain that such person is not present in Spain in violation of the relevant immigration laws or is not subject to a prohibition thereunder from taking employment in Spain. If the Government determines that any Member of staff was at the time of taking up his employment in violation of the immigration laws or was subject to such a prohibition, the EMBL and the Government shall consult with a view to agreeing on the appropriate remedy, including, where appropriate, termination of such employment.

ARTICLE 19
Social Security

Insofar as the EMBL operates a social security scheme, the EMBL, the Director General and Members of staff, shall, with respect to services rendered for the EMBL, be exempt from all compulsory contributions to any social security scheme established by Spain. Notwithstanding the aforementioned, the Outstation may voluntarily incorporate its complete working staff, or a part of it, into the Spanish Social Security System, under the conditions stipulated in the Spanish Law.

ARTICLE 20
Object of Privileges and Immunities; Waiver

1. The privileges, immunities and exemptions accorded in this Agreement are not designed to give the Director General, Experts and Members of staff personal advantage. They are provided solely to ensure, in all circumstances, the unimpeded functioning of the EMBL and the complete independence of the persons to whom they are accorded.
2. The Director General shall have the right and the duty to waive any immunity, privilege or exemption in respect of Members of staff when the immunity, privilege or exemption would impede the course of justice and when it is possible to dispense with the immunity, privilege or exemption without prejudicing the interests of the Outstation. In similar circumstances and under the same conditions, whichever of the Council or the Director General made the appointment shall have the right and the duty to waive any exemption in respect of Experts, and the Council shall have the right and the duty to waive any immunity, privilege or exemption of the Director General.
3. Privileges and immunities accorded to Representatives of Member States under Paragraph 1 of Article 14 are provided in order to assure complete independence in the exercise of their functions, and may be waived by the Member State concerned.



ARTICLE 21
Co-operation with Spanish Authorities

1. The EMBL shall co-operate at all times with the appropriate authorities of Spain in order to facilitate the proper administration of justice, to ensure the observance of police and public health 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, the EMBL shall closely co-operate with the representatives designated by the Government and with the local authorities.

ARTICLE 22
National Security

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

ARTICLE 23
Contracts

1. The EMBL may include in all written contracts into which it enters, other than those concluded in accordance with the Staff Rules and Regulations of the EMBL, 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 applicable law and arbitration procedure and the country where the arbitrators shall sit.
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 24
Legal relationship and disputes between the EMBL and its Members of Staff

The legal relationship and any disputes between the EMBL and its Members of staff shall solely be governed by the Staff Rules and Regulations of the EMBL.

ARTICLE 25
Recourse in case of International Liability

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

ARTICLE 26
Liability for Damage

1. The EMBL shall be responsible for any loss or damage arising from the official activities of the Outstation in Spain.



2. At the request of the Government the following shall be submitted to the settlement of disputes procedure as set out in Article 32:
 - a) disputes relating to any non-contractual responsibility of the EMBL; or
 - b) disputes involving any person who may claim immunity from jurisdiction under Paragraph 1.a. of Article 15 or under Article 16, if this immunity is not waived in accordance with the provisions of Paragraph 2 of Article 20. In disputes where immunity from jurisdiction is claimed under Paragraph 1.a of Article 15 or under Article 16, the EMBL shall be responsible for the acts and omissions of the persons referred to in the above-mentioned Articles.

ARTICLE 27 Liability Insurance

1. The EMBL shall carry insurance sufficient to cover its liabilities under Article 26.
2. The terms of the insurance contract shall be determined after consultation with the appropriate authorities of the Government.

ARTICLE 28 Entry into force

This Agreement shall enter into force thirty days after the notification between the Parties that their respective internal procedures necessary for entry into force of this Agreement have been completed. The provisions in this Agreement shall apply provisionally as of the date of its signature.

ARTICLE 29 Interpretation

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

ARTICLE 30 Revision and Termination

1. Negotiations for the revision or termination 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 31 Duration of the Agreement

Subject to the provisions of Paragraph 2 of Article 30, the present Agreement shall remain in force so long as the EMBL maintains the Outstation in Spain.



ARTICLE 32
Settlement of Disputes

1. Any dispute between the Government and the EMBL arising out of the interpretation or application of this Agreement which cannot be settled directly between the Parties may be submitted by either Party to an arbitration tribunal. If a Party intends to submit a dispute to an arbitration tribunal, it shall so notify the other Party.
2. The Government and the EMBL 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 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 Party, be made by the President of the International Court of Justice or by the person acting in his stead. This shall also apply upon the request of either 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.

ARTICLE 33
Applicable Law

Except as otherwise provided in the EMBL Agreement or in this Agreement the official activities of the Outstation in Spain shall be governed by Spanish law.



IN WITNESS WHEREOF the undersigned, being duly authorized for such purpose, sign this Agreement in duplicate, in Spanish and in English, with both texts being equally authentic.

Signed at *Madrid* this *31* day of *January*, 2017

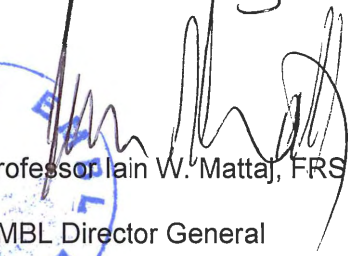
For the Kingdom of Spain



Carmen Vela Olmo
Secretary of State for Research, Development and Innovation
Spanish Ministry of Economy and Competitiveness



Signed at *Heidelberg* this *26* day of *January*, 2017

For the EMBL


Professor Iain W. Mattaj, FRS, FMedSci
EMBL Director General



ANNEX I

to the Agreement between the Kingdom of Spain and the European Molecular Biology Laboratory (EMBL) on the establishment of an outstation of the said Laboratory in Spain

DESCRIPTION OF SPACES TO BE INITIALLY ALLOCATED

- According to the certificate dated 8th January 2014 issued by Ms. Ester Castellnou Sardà, secretary to the Consorci Parc de Recerca Biomèdica de Barcelona (PRBB), agreed by its President, Mr. Andreu Mas-Colell, the Regional Government of Catalonia, as majority shareholder of the Board of PRBB and of the Board of Directors of Centre de Regulació Genòmica (CRG)- both of them governing bodies chaired by the Economy and Knowledge Catalanian Minister, will commit to foster the assignment of the following space as Premises and Facilities for the establishment and operation of an outstation of the EMBL in Spain:

- 800 m² located within the PRBB Building in Barcelona, Spain.

Such commitment will be formalized by means of a separate agreement, between the CRG and the EMBL, for the allocation of such spaces for use by the EMBL.

- Those spaces will be provided and maintained ready for use, according to the needs of the activities of the said outstation as foreseen in the Scientific Proposal evaluated by the EMBL Scientific Advisory Committee in November 2012. Under no circumstances will EMBL be responsible for or bear the cost of the maintenance and repair of structural damage or other costs which usually accrue to the owner of the building.
- The assignment of these spaces includes the provision of the required maintenance and general services, such as building maintenance, maintenance of IT and communication facilities, cleaning services, waste processing, security and reception services, as detailed in the aforementioned separate agreement between the CRG and EMBL.
- Those spaces will be made available to the EMBL in a progressive manner. The initial space, to be provided ready for use in 2014, will consist of 120 m² and will host the equipment for microscopy and one research group and its laboratory equipment.
- Further space to the aforesaid 120 m² will be provided in subsequent years according to the needs for growth of the said outstation as foreseen in its Financial Plan, up to a maximum of 800 m² mentioned above.
- The provisions of this Annex I may be reviewed by mutual agreement of the Spanish competent authorities and the Director General of the EMBL.