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**Spain  
and  
European Molecular Biology Laboratory**

**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 (with annex). Heidelberg, 26 January 2017**

**Entry into force:** *20 September 2019, in accordance with article 28*

**Authentic texts:** *English and Spanish*

**Registration with the Secretariat of the United Nations:** *Spain, 8 October 2019*

*\*No UNTS volume number has yet been determined for this record. The Text(s) reproduced below, if attached, are the authentic texts of the agreement /action attachment as submitted for registration and publication to the Secretariat. For ease of reference they were sequentially paginated. Translations, if attached, are not final and are provided for information only.*

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**Espagne  
et  
Laboratoire européen de biologie moléculaire**

**Accord entre le Royaume d'Espagne et le Laboratoire européen de biologie moléculaire (LEBM) concernant la création d'une antenne dudit laboratoire en Espagne (avec annexe). Heidelberg, 26 janvier 2017**

**Entrée en vigueur :** *20 septembre 2019, conformément à l'article 28*

**Textes authentiques :** *anglais et espagnol*

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*\*Aucun numéro de volume n'a encore été attribué à ce dossier. Les textes disponibles qui sont reproduits ci-dessous sont les textes originaux de l'accord ou de l'action tels que soumis pour enregistrement. Par souci de clarté, leurs pages ont été numérotées. Les traductions qui accompagnent ces textes ne sont pas définitives et sont fournies uniquement à titre d'information.*

**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;<sup>1</sup>

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;

- 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.