

Agreement

between

the Government of the Federal Republic of Germany

and

the European Centre for Medium-Range Weather Forecasts

on a

Branch Office of the European Centre for Medium-Range Weather Forecasts in Bonn

The Government of the Federal Republic of Germany  
and  
the European Centre for Medium-Range Weather Forecasts –

having regard to the Convention establishing the European Centre for Medium-Range Weather Forecasts of 11 October 1973, recast by the Amending Protocol, which entered into force on 6 June 2010;

having regard to the Protocol on the Privileges and Immunities of the European Centre for Medium-Range Weather Forecasts of 11 October 1973;

bearing in mind the Act on Privileges, Immunities, Exemptions and Facilities in the Federal Republic of Germany as Host State to International Agencies (Host State Act), which entered into force on 6 December 2019;

bearing in mind the necessity to regulate the legal status of the Branch Office of the European Centre for Medium-Range Weather Forecasts in Bonn to be established in accordance with the decision taken by the Council of the European Centre for Medium-Range Weather Forecasts on 9 December 2020 –

have agreed as follows:

Article 1  
Definitions

For the purposes of this Agreement:

1. 'General UN Convention' means the Convention on the Privileges and Immunities of the United Nations of 13 February 1946;

2. 'Vienna Convention' means the Vienna Convention on Diplomatic Relations of 18 April 1961;
3. 'Convention' means the Convention establishing the European Centre for Medium-Range Weather Forecasts of 11 October 1973, recast by the Amending Protocol, which entered into force on 6 June 2010;
4. 'Protocol' means the Protocol on the Privileges and Immunities of the European Centre for Medium-Range Weather Forecasts of 11 October 1973;
5. 'Contracting Parties' means the Government of the Federal Republic of Germany and the European Centre for Medium-Range Weather Forecasts;
6. 'Centre' or 'ECMWF' means the European Centre for Medium-Range Weather Forecasts;
7. 'ECMWF Premises' means, notwithstanding their ownership, the buildings and structures, furnishings and other fixtures and equipment and the adjoining grounds that are in the possession of and used by the Centre in the Federal Republic of Germany pursuant to this Agreement or another legal act;
8. 'Branch Office' means the branch of the Centre to be established in Bonn;
9. 'representatives of members' means the representatives of the Member States of the ECMWF, their alternates and their advisers attending meetings of the Centre or for the Centre;
10. 'Council' means the Council of the Centre;
11. 'Director-General' means the Director-General of the Centre;

12. 'Head of Branch Office' means the person among the staff of the ECMWF entitled to represent the Branch Office;
13. 'staff members' means the Director-General and the other public officials of the Centre, irrespective of their nationality, with the exception of staff recruited locally and paid at hourly rates or external service providers to whom contracts are awarded for specific purposes;
14. 'direct family members' of staff members means the following persons forming part of their households:
  - a) spouses, civil partners;
  - b) children until the age of 18, or if they are entitled to financial support, until the age of 25;
  - c) children regardless of their age if they live with a disability and require the financial support of the staff member and
  - d) live-in partners with common children and an initially existing joint custody which has not been excluded by a judicial or official decision or by law.

Children within the meaning of this Agreement are also:

- aa) persons deemed to be the children of the staff member under national or international legislation and
  - bb) children of the spouse or civil partner;
15. 'other family members' of staff members mean live-in partners without common children who have formed part of the households of the staff members already at

the date of their posting and who are not employed by staff members. Live-in partners must have reasonable health insurance coverage including long-term care. Live-in partners must not be receiving social benefits under the German Social Code;

16. 'experts' means persons with the exception of staff members who perform duties at or for the Centre or carry out missions on its behalf in accordance with Article 14 of the Protocol;
17. 'official activities' means all activities performed by the Centre, including its administrative duties, in order to achieve the purposes and objectives laid down in Article 2 of the Convention;
18. 'Government' means the Government of the Federal Republic of Germany;
19. 'German nationals' means persons who are Germans within the meaning of Article 116(1) of the Basic Law for the Federal Republic of Germany.

## Article 2

### Purpose and scope of the Agreement

This Agreement shall serve to regulate the legal status of the Centre with regard to its Branch Office in Bonn, especially with respect to certain privileges and immunities, enabling it to effectively carry out its tasks, and with respect to the measures to be taken for the implementation of these privileges and immunities.

### Article 3

#### Legal personality and legal capacity

The Centre is an international organization and shall have legal personality. It shall have the capacity to conclude contracts, to acquire and dispose of movable and immovable property and sue and be sued before a court of law. The Branch Office in Bonn shall form part of the Centre.

### Article 4

#### Location

The Branch Office in the Federal Republic of Germany shall be located in Bonn.

### Article 5

#### ECMWF Premises

- (1) The Government shall make the premises, as set out in Annex 1, available to the Centre. Annex 1 shall form an integral part of this Agreement.
- (2) Until it is possible for the Branch Office to occupy the premises provided for in paragraph 1, the Government shall provide interim accommodation to the Centre, the location, description and terms of use of which are set out in Annex 2. Annex 2 shall form an integral part of this Agreement.
- (3) The competent authorities shall ensure the safety and security of the ECMWF Premises as well as public utility services; these include postal, telephone, telegraphic, telefax and online services, supply of electricity, water and gas as well as sewage and rainwater disposal, waste collection, local transport and street cleaning.

(4) The services mentioned in paragraph 3 shall be made available to the Centre on terms at least as favourable as those available to supreme federal authorities based in Bonn. In the event of interruption or threatened interruption of any such service, the Government shall take reasonable steps to ensure that the activities of the Centre are not adversely affected and shall accord the Centre the priority given to supreme federal authorities based in Bonn in such matters.

#### Article 6

##### Inviolability of the ECMWF Premises

(1) The ECMWF Premises shall be inviolable. The competent German authorities shall only enter the ECMWF Premises in the exercise of an official duty with the explicit consent of and under conditions approved by the Head of Branch Office. Judicial measures and the service or enforcement of court orders, including the seizure of private property, may only be carried out at the ECMWF Premises with the consent of the Head of Branch Office.

(2) The competent German authorities shall take all the necessary steps to ensure that the Centre is not deprived of possession of the ECMWF Premises or a part thereof without the explicit consent of the Centre. The Centre's assets, funds and balances, wherever located and by whomsoever held, as well as all means of transport the Centre uses in its official activities, including means of transport which the Centre hires, leases or borrows, shall not be searched, seized, confiscated, withheld, expropriated or subject to any other executive, administrative, judicial or legislative enforcement action except in so far as may be temporarily necessary in connection with the prevention of and investigation into accidents involving vehicles belonging to or operated on behalf of the Centre.

(3) The Centre shall take all the necessary measures to ensure that all means of transport used in its official activities can be identified.

(4) In the event of fire or other accident requiring immediate safety measures, or if the competent authorities have reasonable cause to believe that such an accident has occurred or is about to occur at the ECMWF Premises, the consent of the Head of Branch Office to any necessary access to the ECMWF Premises shall be presumed.

(5) Subject to paragraphs 1, 2 and 4, the competent authorities shall take the necessary measures to protect the ECMWF Premises from fire or other accidents.

(6) The Centre may expel or exclude persons from the ECMWF Premises for violation of regulations applicable to the Branch Office.

(7) The Centre shall not allow the ECMWF Premises to become a refuge from justice for persons against whom a penal judgement has been made or who are being pursued after being caught flagrante delicto or against whom a warrant of arrest or an order of extradition, expulsion or deportation has been issued by the competent authorities.

(8) Any location within the Federal Republic of Germany that, following consent of the Government, may temporarily be used for meetings or as a necessary accommodation for organizational units of the Centre, shall be deemed to be part of the ECMWF Premises for the duration of such meetings or uses.

#### Article 7

##### Provisions applicable to the ECMWF Premises

The ECMWF Premises shall be under the authority and control of the Centre.



## Article 8

### Inviolability of the Centre's archives and of all documents

The inviolability of the archives of the Centre conferred by Article 2 of the Protocol shall extend to all documents, materials, records, correspondence, recordings and other media made available to, belonging to or used by the Centre regardless of their form or ownership as well as to all information contained therein. The location of the archives and documents shall be made known to the competent authorities if it is at a place other than the ECMWF Premises.

## Article 9

### Protection of the ECMWF Premises and their vicinity

(1) The competent authorities shall apply due diligence in order to guarantee the security of the ECMWF Premises and to ensure that the activities of the Centre are not impaired by the intrusion of persons or groups from outside or by disturbances in the immediate vicinity of the ECMWF Premises. The competent authorities shall ensure adequate protective measures for the ECMWF Premises, if required.

(2) At the request of the Head of Branch Office, the competent authorities shall provide police officers as needed for the preservation of law and order at the ECMWF Premises, in its immediate vicinity or inside the ECMWF Premises and for the removal of persons therefrom.

#### Article 10

##### Liability for damage

The Centre shall be bound by its duties arising from this Agreement as well as from international law and shall be liable for damage caused by violations of these duties within the scope of its activities in the Federal Republic of Germany.

#### Article 11

##### Liability insurance

- (1) Without prejudice to the immunities existing under this Agreement, the Centre shall take out adequate insurance to cover liability for any injury or damage arising from the activities of the Centre in the Federal Republic of Germany or from the use of the ECMWF Premises that may be suffered by persons other than staff members of the Centre, or by the Government.
- (2) This insurance shall be taken out with an insurance company authorized to do business in the Federal Republic of Germany. The insurance contract shall include a clause according to which the contract is governed by German law. A copy of the insurance contract shall be transmitted to the Government.
- (3) The Centre shall use its best efforts to have included in the contract a provision that any person, other than the staff members of the Centre, whose rights are infringed or who suffers damage may assert claims directly against the insurer.

## Article 12

### Immunity of the Centre and its funds, balances and other assets

- (1) The Centre, its funds, balances and other assets, wherever located and by whomsoever held, shall enjoy immunity from jurisdiction as set out in Article 3 of the Protocol. Any waiver of this immunity shall not extend to enforcement measures.
- (2) All funds, balances and other assets of the Centre shall be exempt from restrictions, regulations, controls or moratoria of any kind.
- (3) Without being subject to financial regulations, controls or moratoria, the Centre may
  1. hold and use funds, gold or negotiable securities of any kind, hold and manage accounts in any currency and convert all the currency in its possession into any other currency;
  2. be free to transfer its funds, gold or currency from one state to another or to another organization within the Federal Republic of Germany.
- (4) In the exercise of the rights pursuant to paragraph 1, the Centre shall take account of all aims and responsibilities of the competent authorities, to the extent it considers possible without detriment to its own interests.

## Article 13

### Exemption from taxes

The Centre and its balances, income and other assets shall be exempt from all direct taxes in connection with its official activities. Direct taxes include in particular:

1. corporation tax;
2. trade tax;
3. capital tax;
4. inheritance tax;
5. real property tax;
6. real property transfer tax;
7. motor vehicle tax.

This exemption shall also include taxes on the Centre's insurances for buildings and their inventory as well as for their official cars.

#### Article 14

##### Exemptions from and refunds of value added tax

(1) Value added tax shall be refunded to the Centre by the Federal Central Tax Office provided that:

1. the tax concerned is the statutorily owed value added tax which is invoiced to the Centre and identified separately;
2. the value added tax relates to goods and other services that the Centre has acquired for its official use;
3. the tax due exceeds €25 per invoice in the aggregate; and
4. the tax has been paid.

(2) Paragraph 1 shall apply accordingly to value added tax owed and paid by the Centre pursuant to Section 13b(5) of the Value Added Tax Act, provided that it exceeds €25 per invoice in the aggregate.

(3) If the assessment base is subsequently reduced, the Centre shall inform the Federal Central Tax Office thereof and repay the excess refund. If goods purchased by the Centre for its official activities and for which a refund of value added tax was granted are handed over, hired out or transferred, whether in return for payment or free of charge, that share of the value added tax refund that corresponds to the sales price, or if no price is paid for the handing over, hiring out or transfer, to the current market value of such goods, shall be payable to the Federal Central Tax Office. The amount of tax payable may, for the sake of simplicity, be determined on the basis of the tax rate applicable at the time when the goods were handed over, hired out or transferred.

(4) The refund shall be carried out in accordance with the formal requirements and procedures laid down by the Federal Ministry of Finance.

(5) The Federal Central Tax Office shall facilitate the Centre's exemptions from the European Union's common system of value added tax in accordance with European and national law.

## Article 15

### Exemptions from and refunds of special excise duties

(1) Goods which are subject to excise duty shall be exempt from such duty if they are intended for official use by the Centre. Goods which are subject to excise duty shall be purchased in accordance with the provisions of excise duty legislation.

(2) Notwithstanding paragraph 1, the Centre shall obtain from the Federal Central Tax Office a refund of the energy tax included in the purchase price of petrol, diesel fuel, fuel oil and natural gas and the electricity tax included in the purchase price of electric power for its official use, provided that:

1. the tax due exceeds €25 per invoice in the aggregate; and
2. the tax has been paid.

(3) If the assessment base is subsequently reduced, the Centre shall inform the Federal Central Tax Office thereof and repay the excess refund.

(4) The refund shall be carried out in accordance with the formal requirements and procedures laid down by the Federal Ministry of Finance.

(5) No excise duty shall be due for goods acquired or procured by the Centre for its official use which are subject to excise duty, and for which an exemption or refund in accordance with paragraph 1 or 2 has been granted, that are sold to taxable persons who are fully entitled to a tax concession as defined by the provisions of excise duty legislation, to other international organizations entitled to a tax exemption or to other tax-exempt entities. The sale shall be reported to the federal revenue administration. If the aforementioned excisable goods are sold to anyone other than the persons or entities mentioned above, the share of the excise duty payable on the quantity of the goods shall be remitted to the federal revenue administration. The amount of tax owed shall be determined on the basis of the tax rate applicable at the time the corresponding legal transaction actually takes place.

## Article 16

### Exemptions from customs duties, prohibitions, restrictions

- (1) The Centre shall be exempt from all customs duties as well as prohibitions and restrictions on imports and exports in respect of items imported or exported by the Centre for its official use. Items imported or purchased with the benefit of this exemption shall not be sold or otherwise disposed of within the territory of the Federal Republic of Germany except in accordance with the conditions agreed upon with the competent authorities.
- (2) Moreover, the Centre shall be exempt from all customs duties, import turnover taxes as well as prohibitions and restrictions on import and export in respect of its publications and its audiovisual materials.

## Article 17

### Facilities in respect of communications

- (1) In terms of its official communications and its official correspondence, the Centre shall be treated as equivalent to the diplomatic missions in the Federal Republic of Germany. This shall apply to installations and operation, priorities, rates and fees for mail and cables, telex, telefax, telephone, electronic data connections and other communication links, as well as to charges for press and radio.
- (2) The Centre's official communications and official correspondence shall be inviolable. They shall not be subject to censorship.
- (3) The Centre shall be entitled to use encryption and to dispatch and receive its correspondence by courier or in containers, to which the same immunities and privileges shall apply as to diplomatic couriers and diplomatic bags.

(4) The Centre shall be entitled to operate radio and other telecommunications devices on the frequencies registered for the Centre and those allocated to it by the Government for communications between its offices in the Federal Republic of Germany and abroad. The Government shall arrange for the necessary authorizations to be issued in good time to the Centre for the installation and operation of fixed and mobile antennae as well as any other equipment related to telecommunications.

#### Article 18

##### Entry, residence permits

(1) Entry to and departure from the Federal Republic of Germany and the free movement and free residence of staff members of the Centre and their direct and other family members in the Federal Republic of Germany shall be governed by European and national law. The required visas, entry permits and licences shall be issued free of charge and as soon as possible. This shall also apply to job applicants for the Centre if the Centre so requests. Persons already residing in the Federal Republic of Germany must have a valid residence permit for the Federal Republic of Germany to start their employment as staff members of the Branch Office. Staff members of the Centre who exercise their activities in the Federal Republic of Germany shall not require a work permit.

(2) Staff members of the Branch Office and their direct and other family members shall be exempt from the requirement to hold a residence permit for the Federal Republic of Germany. Persons holding a valid residence permit for the Federal Republic of Germany may maintain this permit upon entering the service of the Branch Office.



## Article 19

### Notification of appointments of the Branch Office, issue of identity cards

(1) The Centre shall notify the Federal Foreign Office when its staff members take up and relinquish their service at the Branch Office. Once a year, it shall provide a list of staff members of the Branch Office and their direct and other family members, indicating in each case whether the person concerned is of German nationality. The Centre shall also transmit to the Federal Central Tax Office a list containing names and addresses of active staff members of the Branch Office as well as of recipients of pensions with residence in the Federal Republic of Germany in the previous calendar year.

(2) The Federal Foreign Office shall issue to the staff members of the Branch Office and their direct and other family members identity papers indicating the family name, first name, date and place of birth, nationality, access to the labour market and number of their passport or identity card. The identity paper shall feature a photograph and bear the signature of its holder. This paper shall not be an identity document, but shall serve solely to document the holders' employment relationship with the Centre or their status as a direct or other family member. The identity paper shall be returned to the Federal Foreign Office on request and, at the latest, when the persons concerned relinquish their duties.

## Article 20

### Social security

(1) The German regulations on mandatory statutory and private health insurance, statutory accident and pension insurance, social and private long-term care insurance, as well as the insurance and levying obligation in accordance with the employment promotion legislation shall not apply to staff members of the Branch Office as far as this employment is concerned,

1. to the extent that the staff members belong to the social security system of the Centre and
  
2. to the extent that after consulting with the Centre, the Federal Republic of Germany declares that the social security benefits provided by the Centre's system are adequate and the exemption from the German regulations in accordance with this provision is justified, taking the interests of the Centre and its staff members into account. To this end, the Federal Ministry of Labour and Social Affairs shall lead a review of whether the social security system in the overall analysis offers a comparable level of protection from all the risks covered by the German social security system. The review of the social security benefits provided by the Centre's system requires the Centre to provide informative and comprehensive documentation on the extent of its own social security benefits. The exemption from the German regulations in accordance with this provision shall take effect on the date of publication of the declaration by the representative of the Federal Republic of Germany in the Federal Gazette. If staff members are still entitled to health insurance via the Centre's insurance system upon retirement, or if they make use of the option of continued insurance under the Centre's system, they shall not become obliged to take out statutory and private health insurance and private and long-term care insurance solely because they are permanently resident in the Federal Republic of Germany.

(2) German regulations on mandatory statutory and private health insurance and social and private long-term care insurance shall not apply to direct family members of staff members of the Branch Office as defined in Article 1(14)(a) to (c) and the children of staff members' children for as long as they are covered by the social security system of the Centre via the staff member and have adequate insurance in case of illness to the same extent as the staff member; paragraph 1(2) shall apply *mutatis mutandis*. Exemption from the insurance obligation in accordance with the first sentence shall not apply if the direct family member as defined in Article 1(14)(a) to (c) or a child of a staff member's child is

engaged in a more than marginal employment or is self employed within the scope of this Agreement or receives German social security benefits and the receipt of these benefits resulted in an obligation to be insured under the German statutory health and long-term care insurance scheme in accordance with German regulations.

#### Article 21

Access to the labour market for direct and other family members and issuance of visa and residence permits to domestic staff

(1) Direct and other family members of a staff member of the Branch Office shall have unrestricted access to the labour market in the Federal Republic of Germany. For adult children, this shall only apply to the extent that any professional activity carried out does not imply that the child is economically independent or no longer a member of the household.

(2) Visas shall be issued to domestic staff of a staff member of the Branch Office pursuant to European and national law. Such domestic staff shall receive an identity card as defined in Article 19(2) that entitles them to be resident in the Federal Republic of Germany and to start their employment as domestic staff. They shall be exempt from the requirement to hold a residence permit for the duration of their employment as domestic staff. Persons already residing in the Federal Republic of Germany must have a valid residence permit for the Federal Republic of Germany to start their employment in the household of a staff member of the Branch Office.

#### Article 22

Persons leaving the service at the Branch Office

The issuance of a permanent residence permit to staff members of the Branch Office and their direct and other family members after leaving active service at the Branch Office after

a period of service and residence in the Federal Republic of Germany of five years shall be subject to European and national law.

### Article 23

#### Privileges, immunities, exemptions and facilities for representatives of members

Representatives of members who are not permanently resident in the Federal Republic of Germany shall enjoy the following privileges and immunities described in Article 12 of the Protocol in the performance of their duties and during the exercise of their functions:

1. immunity from arrest and detention and from seizure of their personal luggage, except when found committing, attempting to commit, or just having committed an offence;
2. immunity from jurisdiction, even after the termination of their mission, in respect of acts, including words spoken or written, performed by them in their official capacity and within the limits of their authority; this immunity shall not apply in the case of a traffic offence committed by a representative of a member nor in the case of damage caused by a vehicle belonging to or driven by such a person;
3. inviolability for all their official papers and documents;
4. exemption from all measures restricting aliens' entry and from aliens' registration formalities; and
5. the same customs facilities as regards their personal luggage and the same privileges in respect of currency and exchange regulations as are accorded to the representatives of foreign governments on temporary official missions.

Article 24

Privileges, immunities, exemptions and facilities of the staff members of the Centre

(1) Regardless of their nationality, the staff members of the Centre shall enjoy the privileges, immunities, exemptions and facilities provided for in Articles 13 and 15 of the Protocol. These include:

1. immunity from jurisdiction, even after they have left the service of the Centre, in respect of acts (including words spoken or written) performed by them in their official capacity;
2. exemption from all taxes on the salaries and emoluments paid to them by the Centre for their active service from the time that the salaries and emoluments are subject to a tax levied by the Centre for its own account, and subject to the inclusion of this income when determining the tax rate for other taxable income; this shall only apply to the extent that all the Member States of the Centre have undertaken to exempt these salaries and emoluments from taxes;
3. exemption from national service obligations;
4. exemption for themselves and their direct and other family members from aliens' registration;
5. the same privileges in respect of foreign-exchange facilities as are accorded to the officials of comparable rank forming part of diplomatic missions in the Federal Republic of Germany;
6. the same repatriation facilities for themselves and their direct and other family members as are accorded to diplomats in times of international crisis;

7. the right to import their furniture and effects within the scope of European Union law at the time of first taking up their post in the Federal Republic of Germany, free of customs duties and taxes except for payments for services, and to export them free of customs duties and taxes when relinquishing their duties in the Federal Republic of Germany; this shall include an appropriate number of motor vehicles which were owned and used by the staff members for at least six months before first taking up their post in the Federal Republic of Germany; this shall also apply to leased vehicles if the staff member proves, by means of the lease contract, that the lease has existed six months before the staff member first took office in the Federal Republic of Germany; the transfer of furniture and effects to the Federal Republic of Germany may take place within a period of twelve months after the staff member first took office.

(2) In addition to paragraph 1, the Head of Branch Office as well as staff members of the Centre, in so far as they hold a position comparable to the Coordinated Organisations' ('Coordinated Organisations' means the Council of Europe, ECMWF, the European Organisation for the Exploitation of Meteorological Satellites, the European Space Agency, the North Atlantic Treaty Organization, and the Organisation for Economic Co-operation and Development) level A5 and above, who are neither German nationals nor permanently resident in the Federal Republic of Germany shall enjoy the same privileges, immunities, exemptions and facilities, with the exception of fiscal and customs privileges, as granted by the Government to diplomatic staff of comparable rank of the missions accredited to it. In justified individual cases, staff members of the Centre whose position is at the Coordinated Organisations' level A4 and whose functions justify it may on request be granted the same privileges, immunities and facilitations as officials of Coordinated Organisations' level A5 and above. The Head of Branch Office shall submit the relevant requests to the Federal Foreign Office.

(3) The immunity from jurisdiction shall not apply in the case of a traffic offence committed by the persons referred to in paragraphs 1 and 2 or in the case of damage caused by a motor vehicle belonging to or driven by such person.

(4) The privileges, immunities, exemptions and facilities shall be granted to staff members of the Centre in the interests of the Centre and not for the personal benefit of the individuals themselves. The Director-General shall have the right and the obligation to waive the immunity of a staff member in all cases in which it can be waived without prejudice to the interests of the Centre. With regard to the Director-General, these rights and obligations shall be incumbent on the Council.

#### Article 25

##### Experts

(1) Regardless of their nationality, experts shall enjoy the privileges, immunities, exemptions and facilities provided for in Article 14 of the Protocol and Article VI of the General UN Convention respectively. They may also be granted additional privileges, immunities, exemptions and facilities by agreement between the Centre and the Government.

(2) The privileges, immunities, exemptions and facilities shall be granted to the experts in the interest of the Centre and not for the personal benefit of the individuals themselves. The privileges, immunities, exemptions and facilities shall not relate to an exemption or refund of taxes. The Director-General shall have the right and the obligation to waive the immunity of an expert in all cases in which it can be waived without prejudice to the interests of the Centre.

#### Article 26

##### Conferences, seminars, similar events

(1) Persons attending conferences, seminars or similar events within the scope of this Agreement that are organised by the Centre may be granted the privileges, immunities,

exemptions and facilities mentioned in the third sentence, if they are not already entitled to them under this Agreement. This shall apply on condition that the Government has explicitly approved the event mentioned in the first sentence. They may be granted the following privileges, immunities, exemptions and facilities:

1. immunity from arrest or detention and in terms of their personal luggage the same privileges, immunities, exemptions and facilities as diplomats;
2. immunity from jurisdiction in respect of acts, including words spoken and written, performed by them in their discharge of functions; this immunity shall continue even after the participants have completed their mission for the Centre;
3. inviolability of all papers and documents;
4. the right to use encryption for their communication with the Centre to dispatch and to receive papers and correspondence by courier or in sealed containers;
5. the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions.

The privileges, immunities, exemptions and facilities shall be granted to the participant only in the interest of the Centre and not for the benefit of the individuals themselves. The Director-General shall be entitled and obliged to waive the immunity of a participant in any case where, in his opinion, the immunity would impede the course of justice, and it can be waived without prejudice to the interests of the Centre.

(2) Paragraph 1 shall apply to German nationals who hold a valid passport or identity card issued by a German authority within the scope of this Agreement or by a German diplomatic mission or consular post only in relation to the privileges, immunities,



exemptions and facilities referred to in numbers 2, 3 and 4 of the third sentence of paragraph 1. Immunity from jurisdiction in accordance with number 2 of the third sentence of paragraph 1 shall not apply to a traffic offence committed by a participant in the case of damage caused by a motor vehicle owned or driven by a participant. The first and second sentences of the present paragraph shall also apply to participants with permanent residence within the scope of this Agreement.

#### Article 27

##### Respect for laws, cooperation with competent authorities

(1) All institutions and persons enjoying privileges, immunities, exemptions and facilities under this Agreement shall, notwithstanding these rights, be obliged to respect the laws and other regulations in force in the Federal Republic of Germany. They shall further be obliged not to interfere with the internal affairs of the Federal Republic of Germany.

(2) The Centre shall cooperate at all times with the competent authorities to facilitate the proper administration of justice, safeguard the compliance with security legislation and prevent any abuse of the privileges, immunities, exemptions and facilities granted pursuant to this Agreement.

#### Article 28

##### Flag and emblem

The Centre shall be entitled to display its flag and emblem at the ECMWF Premises and on vehicles it uses for official purposes.

## Article 29

### Settlement of disputes

(1) If any dispute between the Federal Republic of Germany and the Centre concerning the interpretation or application of this Agreement is not settled by negotiation, by the good offices of the Council or by some other method agreed by the parties, either party shall be entitled to submit the dispute to arbitration in accordance with the procedure provided for in Article 17 of the Convention.

(2) Since it is not possible in the case of disputes with the Centre arising from labour law to have recourse to a German court in accordance with Article 3 of the Protocol, the Centre shall maintain an Appeals Board in order to finally settle any dispute arising from the staff regulations or staff contracts of the Centre. The Centre shall ensure a degree of protection which is at least equivalent to the guarantees usually granted in international civil service law governing the public service in respect of such disputes.

## Article 30

### Compliance with privileges, immunities, exemptions and facilities; measures in case of abuse

(1) The Centre shall take all steps to ensure that the privileges or immunities conferred by this Agreement are not abused.

(2) If the Government is of the opinion that an abuse of the privileges and immunities conferred by this Agreement has occurred, the Director-General shall, on request, hold consultations with the competent authorities to determine whether such an abuse has occurred. If these consultations fail to achieve a satisfactory result, a decision on the matter shall be taken in accordance with the procedure laid down in Article 29.

(3) In the event that privileges, immunities, exemptions and facilities are no longer granted, the provisions of the Vienna Convention shall apply.

### Article 31

#### Application and interpretation

(1) This Agreement shall apply to all persons referred to therein, regardless of whether the Government maintains diplomatic relations or not with the state of which this person is a national and regardless of whether the state of which this person is a national grants members of diplomatic missions or nationals of the Federal Republic of Germany similar privileges or immunities.

(2) This Agreement shall be interpreted in the light of its primary objective of enabling the Centre to fully, efficiently, unrestrictedly and effectively fulfil its obligations. Nothing in this Agreement shall be interpreted in such a way as to alter the provisions of the Convention or the Protocol.

### Article 32

#### Final Provisions

(1) This Agreement shall enter into force on the date on which the Government has informed the Centre that the national requirements for such entry into force have been fulfilled. The relevant date shall be the day of receipt of the notification.

(2) Registration of this Agreement with the Secretariat of the United Nations, in accordance with Article 102 of the Charter of the United Nations, shall be initiated by the Government immediately following its entry into force. The Centre shall be informed of registration, and of the UN registration number, as soon as this has been confirmed by the Secretariat of the United Nations.

(3) This Agreement may at any time be amended at the request of either Contracting Party and by common consent.

(4) This Agreement shall apply as long as the Convention and the Protocol are in force for the Federal Republic of Germany. It may be terminated by mutual agreement between the Contracting Parties.

Done at Berlin on 9 December 2022 in duplicate in the German and English languages, both texts being equally authentic.

For the Government of the  
Federal Republic of Germany

For the European Centre  
for Medium-Range Weather Forecasts

## Annex 1

### Chapter 1: New building

#### Section 1

##### ECMWF Premises for final accommodation

1. The Premises for the ECMWF to be established by the Government shall comprise a campus (see site map as appended to this Annex as Appendix 1a) in Bonn. The campus shall consist of an office building, a conference centre, a canteen, underground parking, a gym as well as the necessary functional buildings and outdoor facilities, which are all tailored to the specific needs of the ECMWF.

The office building, conference centre and the canteen shall at least meet the ‘Silver Plus’ standards under the German requirements of the Assessment System for Sustainable Building, BNB (which corresponds to the ‘Excellent’ standard of the Building Research Establishment Environmental Assessment Methodology, BREEAM).

The office building shall provide flexible modern offices for up to 360 staff members, depending on the design, and shall be made available to the ECMWF.

The Government aims towards handing over the Premises for use by the ECMWF in the spring of 2027 and keeps the ECMWF updated on the progress.

2. Parts of the campus temporarily not needed by the ECMWF may be used by third parties. These may be either a German federal agency (or a similar public German agency) or a recognised international organization.

If a third-party user uses parts of the campus, certain areas, namely the canteen, the conference centre, the underground parking and the gym, will be considered as

shared facilities. The ECMWF shall always have priority access to the conference centre. The priority access will be implemented via suitable access rules for third-party users and reflected in the tenancy or occupancy contract with the third party.

3. In a tenancy or occupancy contract with a third party, the Government shall reflect the ECMWF's status concerning the ECMWF Premises, define the third party's right to access shared facilities and reflect specific needs of the ECMWF including e.g. adequate safety and security measures, privileges and immunities. Each contract shall contain a termination clause that will allow the ECMWF to take over any space occupied by third parties in whole or in part within no more than 27 months in a fully refurbished condition from the moment the ECMWF notifies the Government of its intention to reclaim such space. The Government will do its utmost to provide the ECMWF with adequate temporary office space in the vicinity of the campus, should the ECMWF indicate an urgent need to use space occupied by a third party before the end of the notice period for termination. Sections 2.1, 2.2, 2.3 and 2.4 of this Annex shall apply mutatis mutandis to such office space.
4. The Government will confer with the ECMWF before entering into a tenancy or occupancy contract with a third-party user and seek the ECMWF's consent. The ECMWF will not withhold such consent except for overriding operational or security concerns.
5. In accordance with paragraph 1 of Article 6 of the Agreement, the Head of Branch Office's consent for authorized representatives of the City of Bonn as well as of the Stadtwerke Bonn GmbH to enter the ECMWF Premises and undertake necessary repair and maintenance works in exercise of the Government's obligations pertaining to paragraph 3 of Article 5 of the Agreement shall be considered as given unless and until the Head of Branch Office revokes such consent for operational reasons. Each visit to the ECMWF Premises by said representatives shall be duly announced in advance.

## Section 2

### Finances in connection with the campus

1. The campus referred to in Section 1 as well as the outdoor facilities shall be provided rent-free. The Government shall assume the maintenance and administrative costs. All maintenance works will be implemented by the Government.
2. The Government shall assume the operating costs for the first five years after handing over the campus.
3. After the first five years, the ECMWF shall bear the operating costs of the campus on a pro-rata basis, in general calculated based on the office space used by the ECMWF. The Government and the ECMWF will agree in a separate document under Section 7 of this Annex on all further details for determining and calculating operating costs.
4. The ECMWF shall not incur any capital maintenance investment or repair costs relating to the campus.
5. The Government shall assume all operating, administrative and maintenance costs for the conference centre.
6. The ECMWF shall bear any additional property maintenance costs arising from the installation of further facilities on the campus by the ECMWF or on its behalf.

### Section 3

#### Provision and maintenance of furniture and fixtures, including IT systems

1. The Government will provide furniture and fixtures to the standard applicable to a federal ministry necessary for the proper operation of the campus. This applies to the conference centre, the gym, the kitchen, the canteen and the service centre which includes the reception and guard house, among others.
2. The Government will provide furniture, fixtures and IT equipment for offices and meeting rooms to the standard applicable to a federal ministry for up to 250 staff members of the ECMWF. The Government will consult with the ECMWF concerning the equipment. It shall be assumed that parts of the furniture and IT equipment that have been procured for the interim accommodation can continue to be used where possible in the new building in line with standard depreciation.
3. To the extent that furniture and other equipment including IT equipment are transferred to the ownership of the ECMWF, the ECMWF shall be responsible for maintenance, repair and replacement and shall bear all costs pertaining thereto. Further details can be agreed upon in an additional document between the ECMWF and the Government based on Section 7 of this Annex.

### Section 4

#### Security

1. The ECMWF Premises shall be equipped by the Government with appropriate security technology. The Government is responsible for the maintenance and replacement of any such equipment.
2. The Branch Office shall be adequately secured in accordance with the threat and risk assessment undertaken at the competent local, regional and national level,



commensurate with the ECMWF's status. The threat and risk assessment will be subject to re-evaluation every five years or earlier if deemed necessary.

3. The operating costs for security shall be allocated to the users on a pro-rata basis in accordance with Section 2.3 of this Annex.

## Section 5

### Extension area

An extension area suitable for development for up to 180 staff members, which is spatially linked with the campus, shall be available for the purposes of the ECMWF.

## Section 6

### Child day care centre

In consultation with the ECMWF, the Government shall establish a child day care centre in the immediate vicinity of the campus. Alternatively, the Government will facilitate arrangements between the ECMWF and public or private partners to provide an appropriate number of places in childcare for the ECMWF in the vicinity of the campus.

## Section 7

### Detailed arrangements

Further details, for example terms of use and schedules of terms of occupancy, shall be regulated in additional agreements between the Government and the ECMWF.

## Chapter 2: Miscellaneous

### Section 1

#### Scientific and technical community

The Government is committed to supporting the integration of the ECMWF into the local scientific and technical community. The Government assists the ECMWF in providing access to federal, state, and local authority research and technology funding and infrastructure by supporting the ECMWF in claiming such funding and infrastructure. The details shall be regulated in further agreements between the parties involved.

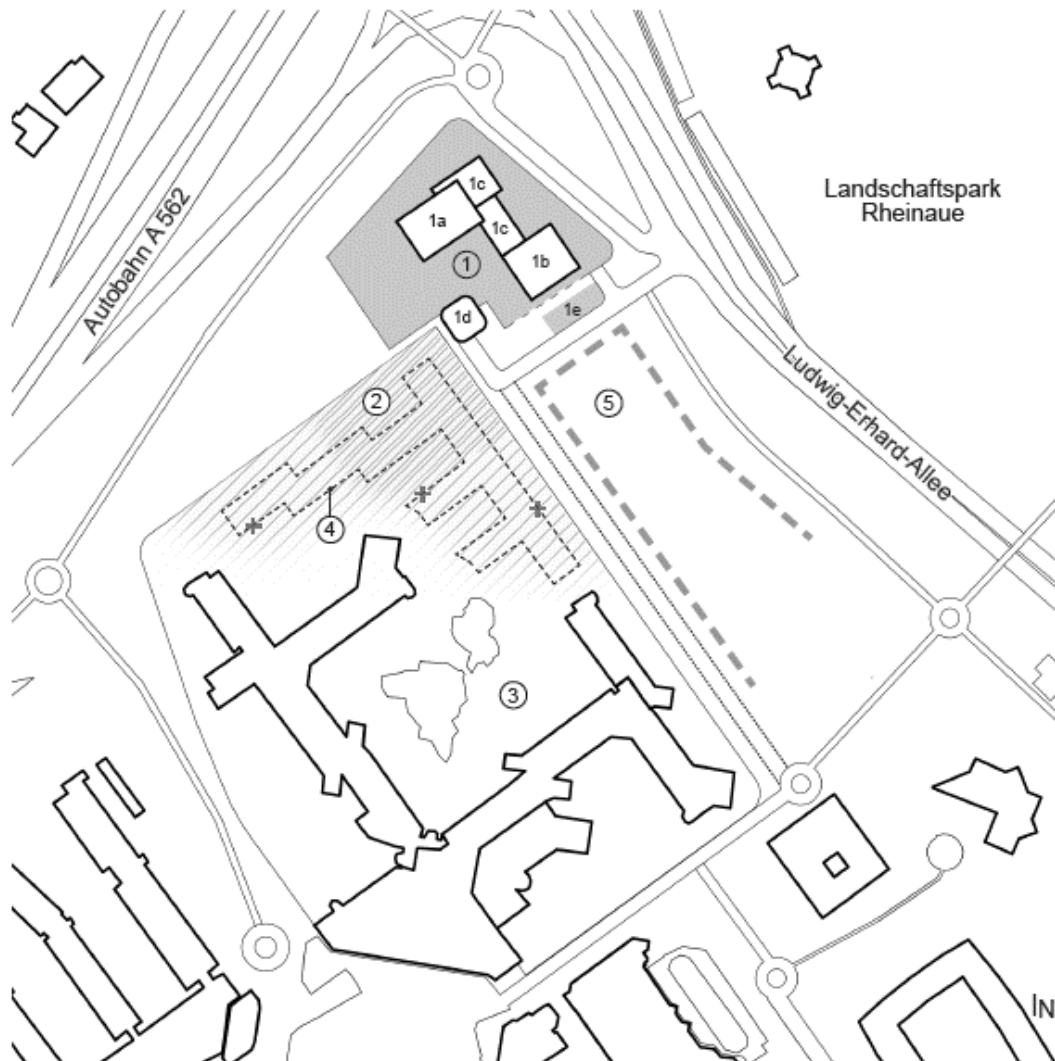
### Section 2

#### Cooperation with local and regional German authorities

1. The Government shall ensure that the City of Bonn offers a welcome service to the ECMWF's staff members, providing support and advice free of charge, on matters such as finding housing, schools, jobs for family members as well as for any official matters such as registration formalities and matters relating to driving licences.
2. The Government shall further ensure the involvement and support of the Federal State of North-Rhine Westphalia in facilitating the relocation.

## Appendix 1a

### Site Map



1. EZMW Campus Neubau; a Büroturm; b Konferenzzentrum mit Kantine; c Verbindungsbau;   
 d Wachgebäude; e Fahnenwald  
*ECMWF Development; a Office tower; b Conference centre and restaurant; c Connection building;  
 d Guard house; e Sea of Flags*
2. Gelände für zukünftigen EZMW Erweiterungsbau   
*Area for future ECMWF extension*
3. BMUV Campus  
*Federal Ministry for the Environment and Consumer Protection compound*
4. Bestehende untergeordnete Gebäude / Abriss - - - - x - - - -  
*Existing ancillary building / demolition*
5. Potentielle zukünftige Neubauten - - - -  
*Potential future development*

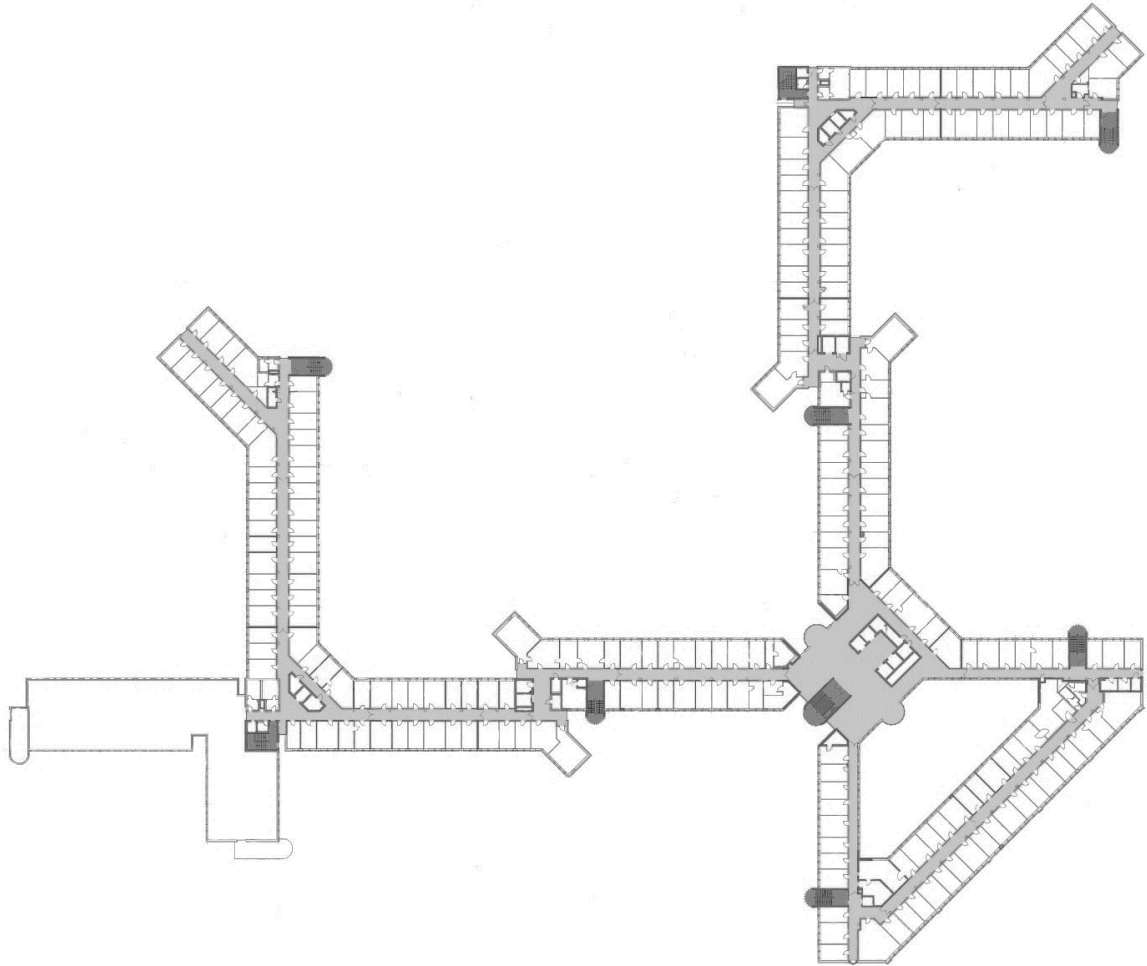
## Annex 2

### Interim accommodation

1. From the second quarter of 2022, fully furnished office space and meeting rooms will be provided in accordance with the decision of the ECMWF Council of 9 December 2020 on accepting the Government's proposal of 30 September 2020. The office space and the meeting rooms will be provided rent-free in a freshly renovated, self-contained part within the building of the Federal Ministry for the Environment, Nature Conservation, Nuclear Safety and Consumer Protection (BMUV), Robert-Schuman-Platz 3, Bonn. These dedicated office spaces will be made available to the ECMWF for its exclusive use on the 3rd and 4th upper floor of the office building.
2. In addition, two large conference rooms equipped with audio-visual facilities and interpreting booths are available rent-free.
3. Additional office space for more than 150 individuals and meeting rooms will be made available rent-free and freshly renovated on request on the 3rd upper floor within the office building of BMUV from the third quarter of 2023. Fully furnished office space for up to 150 individuals will be provided by the Government based on Section 3.2 of Annex 1.
4. A site map comprised of the 3rd and 4th upper floors of the office building is appended to this Annex as Appendix 2a.
5. The offices made available temporarily may be used by the ECMWF as long as they are needed.
6. Details shall be regulated in an agreement between the BMUV and the ECMWF.

Appendix 2a

4th Floor



3rd Floor

