

**ACCORD
ENTRE
LE ROYAUME DE BELGIQUE
ET
L'AGENCE SPATIALE EUROPÉENNE
ADDITIONNEL
À LA CONVENTION PORTANT CRÉATION D'UNE
AGENCE SPATIALE EUROPÉENNE DU 30 MAI 1975,
SUR LES PRIVILÈGES ET IMMUNITÉS DE
L'AGENCE SPATIALE EUROPÉENNE
EN BELGIQUE**

**AGREEMENT
BETWEEN
THE KINGDOM OF BELGIUM
AND
THE EUROPEAN SPACE AGENCY
SUPPLEMENTARY TO
THE CONVENTION FOR THE ESTABLISHMENT OF A
EUROPEAN SPACE AGENCY OF 30 MAY 1975,
ON THE PRIVILEGES AND IMMUNITIES OF
THE EUROPEAN SPACE AGENCY
IN BELGIUM**

The European Space Agency, hereinafter referred to as “the Agency”,

and

The Kingdom of Belgium, hereinafter referred to as “Belgium”,

represented by:

- the Federal Government
- the Flemish Government
- the Government of the French Community
- the Government of the German-speaking Community
- the Walloon Government
- the Government of the Brussels-Capital Region

HAVING REGARD to the Convention for the establishment of a European Space Agency, which was signed on 30 May 1975 and entered into force on 30 October 1980, and in particular Article XV, hereinafter referred to as “the Convention”;

HAVING REGARD to Annex I (Privileges and Immunities) to the Convention, hereinafter referred to as “Annex I”;

HAVING REGARD to the host agreement between the Kingdom of Belgium and the European Space Agency signed in Paris on 26 January 1993;

CONSIDERING the current establishment of an Agency Centre at Redu and of an Office for the Agency’s Relations with the European Union in Brussels, hereinafter referred to as “the Sites”;

HAVING REGARD to the Agreement of 24 May 2017 between the European Space Agency and the Kingdom of Belgium concerning the European Space Agency’s Centre at Redu, hereinafter referred to as the “Site Agreement”;

DESIRING to conclude an agreement with a view to setting out the privileges and immunities necessary for the proper functioning of the Agency and for the proper execution of its staff’s duties on Belgian territory;

CONSIDERING that these privileges and immunities are granted to the Agency and its staff only to ensure their independence and proper functioning in Belgium, and that, without prejudice to the provisions of the Convention, and in particular of Annex I thereto, the Agency and its staff must always abide by Belgian laws and regulations;

HAVE AGREED as follows:

Article 1

1. This Agreement replaces the Host Agreement between the Kingdom of Belgium and the European Space Agency signed in Paris on 26 January 1993.
2. The provisions of this Agreement shall be without prejudice to the provisions of the Convention, and in particular of Annex I thereto.

Article 2

1. For the purposes of this Agreement,
 - a) “the Sites” are the ESA Redu Centre and the Office for the Agency’s Relations with the European Union in Brussels, as well as any Agency site established on Belgian territory after the date of entry into force of this Agreement;
 - b) “the Agency’s official activities” are the activities carried out by the Agency or on its behalf pursuant to its assigned mission under Article II of the Convention and the rules applicable at the Agency; the activities referred to in Article 4.6 of the Site Agreement are outside the scope of this definition;
 - c) “official use” means the acquisitions of property or of service provisions by the Agency that are essential for the carrying out of its official activities or necessary for its proper functioning;
 - d) “the Head of Site” is the official appointed as such by the Agency;
 - e) “staff members” are all the staff categories governed by the Agency’s Staff Regulations and referred to in Article XIX of Annex I, in post in Belgium, except for experts;
 - f) “the family members” of staff members are their legal partner and their children or direct ascendants, who are their dependants and members of their household.
2. For the purposes of Article II of Annex I, the “buildings and premises” of the Agency’s offices are the land, infrastructure and buildings or parts of buildings used by or made available to the Agency in the framework of its official activities in Belgium.
3. The inviolability of the archives referred to in Article III of Annex I shall apply to the entire archives, correspondence, documents, manuscripts, photographs, films, recordings, computer and media data, data carriers and any other similar material belonging to or held by the Agency, wherever they are located and by whomsoever they are held, and all the information contained therein.

Article 3

1. The buildings and premises at each Agency Site are inviolable. The permission of the Head of the Site in question is required to access buildings and premises.

2. However, such permission may be presumed in the event of an emergency requiring prompt protective action.
3. Belgium shall take all appropriate measures to ensure free access to the Agency's buildings and premises, and prevent them being subject to intrusion or damage, or disturbance, and the Agency's image being tarnished.

Article 4

If expropriation from one of the Sites was necessary, all appropriate provisions would be made to prevent any obstacle to the carrying out of the Agency's official activities. In that case, Belgium would provide assistance with removal of the Agency's activities to a new Site.

Article 5

The Agency's freedom of communications in the framework of its official activities shall be guaranteed. Its official correspondence shall be inviolable.

Article 6

Without prejudice to Belgium's obligations arising from the treaties relating to the European Union and the application of Belgian laws and regulations, the arrangements for application of the tax privileges under Annex I shall be determined by the competent Belgian authority.

Article 7

1. The ESA Director General shall, when carrying out official duties in Belgium, enjoy the honorary status of head of post.
2. The Head of each Site and their deputies as appointed by the Agency shall enjoy the same immunities, privileges and facilities as those of the members of the diplomatic staff of diplomatic missions. Family members shall enjoy the same advantages as those of the spouse and dependent children of diplomatic staff.

Article 8

1. Staff members, as defined in Article 2.1 e) above, as well as family members, are not subject to the provisions restricting immigration or to the registration formalities applicable to aliens. This derogation is granted in accordance with the relevant Belgian legislation. Staff members and their family members shall be entitled to a special identity card according to the conditions and arrangements specified by Belgian rules and regulations.

2. In carrying out their official duties in Belgium, staff members are not subject to Belgian legislation on the employment of foreign workers.
3. The Agency shall notify the Protocol Directorate of the Foreign Affairs Federal Public Service of the arrival and departure of its staff members and shall also notify the following information for all its staff members:
 - a) last name and first name
 - b) place and date of birth
 - c) sex
 - d) nationality
 - e) principal residence (town, street, number)
 - f) marital status
 - g) composition of household.

Any change in the above details must be notified to the Protocol Directorate within two weeks.

Article 9

1. Without prejudice to Belgium's obligations arising from the treaties relating to the European Union and the application of laws and regulations, the staff members referred to in Article 8, and excluding those mentioned in Article 7, are entitled during the twelve-month period after they first take up their duties to import or acquire furniture exempt from customs duty and value-added tax.
2. Without prejudice to Belgium's obligations arising from the treaties relating to the European Union and the application of laws and regulations, the staff members referred to in paragraph 1 of this Article are entitled to import or acquire for their personal use in Belgium a vehicle temporarily exempt from customs duty and value-added tax, these being regularised upon the vehicle's transfer. Replacement of an acquired or imported vehicle subject to exemption by a vehicle also subject to exemption is authorised only after expiry of a three-year period as from the first registration in Belgium of the vehicle in the name of the staff member who is the first beneficiary.
3. Belgium is not obliged to grant its own nationals or permanent residents or staff members taken on for a period of less than one year the benefit of paragraphs 1 and 2 of this Article.
4. The Minister of Finance concerned determines the arrangements for this Article's application.

Article 10

1. The Agency shall by 1 March of every year provide its staff members in post on Belgian territory with a document showing in addition to their name and address, the amounts paid to them by the Agency over the previous year as salary, emoluments, allowances, pensions and annuities.
2. Regarding the salary, emoluments and allowances liable for the tax paid to the European Space Agency, the document also shows the amount of that tax.
3. Similarly, a copy of these documents shall by the same date be sent directly by the Agency to the relevant Belgian tax authorities.

Article 11

1. Pursuant to the provisions of Article XX of Annex I, the Agency and its staff members shall, with respect to their official duties in Belgium, come under the Agency's own social security scheme.
2. The Agency's staff members in gainful employment in Belgium other than that required by their official duties for the Agency shall contribute to the Belgian social security scheme for that employment.
3. The Agency undertakes to guarantee its staff members covered by its own social security scheme, as well as to the family members of those staff members, rights and benefits equivalent to those available under the Belgian social security scheme.
4. The Agency shall convey information requested by the Belgian public authorities competent with respect to social security.
5. The Agency shall inform Belgium of any change in its social security scheme and will do its utmost to ensure that Belgium is reimbursed for all costs arising from any assistance of a social nature that Belgium may provide to the Agency staff members affiliated to its own social security scheme. This provision shall apply by extension to their family members.

Article 12

The Agency and its staff members shall comply with all the requirements of Belgian legislation relating to mandatory liability insurance cover for motor vehicles.

Article 13

1. In accordance with the applicable laws and regulations, including those relating to the implementation of Belgium's international commitments, the Government shall facilitate the entry and departure of the persons listed below:
 - a) interns employed in the framework of an internal Agency programme;
 - b) any person invited by the Agency for official purposes, as well as the experts referred to in Article XVII of Annex I.
2. Visas or, if appropriate, multiple-entry visas required by persons referred to in paragraph 1 shall be issued without charge and as promptly as possible.
3. The Government shall upon request facilitate the residence of the persons mentioned in paragraph 1 of this Article.

Article 14

1. The Parties shall do everything in their power to overcome any difficulties arising over the interpretation and implementation of this Agreement by holding full consultations without delay.
2. Any dispute concerning the interpretation or application of this Agreement which cannot be otherwise settled by the Parties, shall, at the request of either Party, be submitted to arbitration in accordance with the provisions of Articles XVII.2 to 6 of the Convention and such additional provisions as may have been promulgated under the Convention at the time of formal submission. If either Party intends to submit a dispute to arbitration, it shall notify the other Party accordingly.

Article 15

1. At the request of either Party, this Agreement may be amended at any time as mutually agreed.
2. Each of the Parties shall notify the other of the completion of the internal constitutional and legal procedures required to bring this Agreement into force.
3. The Agreement shall enter into force on the first day of the second month following the date of the last notification, with effect from the date of signing of this Agreement. It shall remain in force for as long as the Agency carries out official activities in Belgium.

EN FOI DE QUOI, les Représentants du Royaume de Belgique et de l'Agence spatiale européenne ont signé le présent Accord.

IN WITNESS WHEREOF, the Representatives of the Kingdom of Belgium and of the European Space Agency have appended their signature to this Agreement.

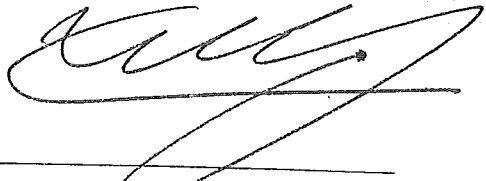
en deux exemplaires, en langues française et anglaise, les trois textes faisant foi.

in three originals in the French and English languages, being equally authentic.

Fait à Bruxelles, le 24 mai 2017
Done in Brussels, on 24 May 2017

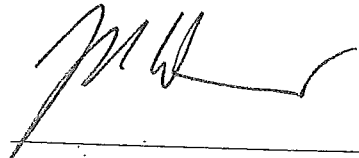
Pour le Royaume de Belgique :
- Pour le Gouvernement fédéral,
- Pour le Gouvernement flamand,
- Pour le Gouvernement de la Communauté française,
- Pour le Gouvernement de la Communauté germanophone,
- Pour le Gouvernement wallon,
- Pour le Gouvernement de la Région de Bruxelles-Capitale,

For the Kingdom of Belgium
- For the Federal Government
- For the Government of Flanders
- For the Government of the French Community
- For the Government of the German-speaking Community
- For the Walloon Regional Government
- For the Government of the Brussels-Capital Region


Zuhail Demir
Secrétaire d'Etat à la Politique scientifique
Secretary of State for Science Policy

Pour l'Agence spatiale européenne

For the European Space Agency


Johann-Dietrich Wörner
Directeur général
Director General