



Miscellaneous Series No. 21 (2019)

# Agreement

between the United Kingdom and the European Space Agency  
concerning the European Space Agency's Sites and Facilities in the  
United Kingdom

Glasgow, 16 July 2013  
Paris, 13 June 2013

[The Agreement is not in force for the United Kingdom]

*Presented to Parliament  
by the Secretary of State for Foreign and Commonwealth Affairs  
by Command of Her Majesty  
June 2019*



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ISBN 978-1-5286-1369-9

CCS0619392092

06/19

Printed on paper containing 75% recycled fibre content minimum

Printed in the UK by the APS Group on behalf of the Controller of Her Majesty's Stationery Office

**AGREEMENT BETWEEN THE UNITED KINGDOM AND THE  
EUROPEAN SPACE AGENCY CONCERNING THE EUROPEAN SPACE  
AGENCY'S SITES AND FACILITIES IN THE UNITED KINGDOM**

The United Kingdom,

and

the European Space Agency (hereinafter referred to as “the Agency or ESA”)

hereinafter also referred to individually as “the Party” or collectively as “the Parties”,

HAVING REGARD to the Convention for the Establishment of a European Space Agency opened for signature on 30 May 1975 and entered into force on 30 October 1980 (hereinafter referred to as the “Convention”);

HAVING REGARD to the Agreement in principle between the European Space Agency and the United Kingdom concerning the establishment of an ESA facility/centre at the Harwell Science and Innovation Campus (UK) of 25 November 2008;

DESIROUS to regulate the relationships between the European Space Agency and the United Kingdom under a legal instrument covering the existing and possible future facilities and activities of the European Space Agency in the United Kingdom;

HAVING REGARD to Article XXVIII of Annex I to the Convention;

HAVE AGREED AS FOLLOWS:

CHAPTER I  
GENERAL PROVISIONS

ARTICLE 1

**Definitions**

For the purposes of this Agreement:

- a) “Agreement” means this agreement;
- b) “Harwell” means the Centre of the European Space Agency located at Harwell Science and Innovation Campus;
- c) “Land” means the surface of land which the United Kingdom puts at the disposal of the Agency for the carrying out of its official activities in the United Kingdom;
- d) “Facilities” means the building(s), parts of building(s) and land or facilities ancillary thereto, including installations owned, made available to, maintained, occupied and/or used by the Agency in the United Kingdom on a permanent or temporary basis, in order to carry out its official activities;
- e) “Site” means the Land and the Facilities established thereon;
- f) “Director General” means the Director General of the Agency referred to in Article XII.1.b of the Convention;
- g) "High-ranking staff" means staff member of the Agency graded A4 and above according to ESA's classification;
- h) “Staff member” means a member of the staff of the Agency who has been appointed under the provisions of Article XII.3 of the Convention;
- i) “Experts” means the experts designated by the Agency, other than its staff, to perform tasks in connection with the Agency or to carry out missions for the Agency;
- j) “Permanent residents” has the meaning as in the policy “Who is considered to be a Permanent resident for Privileges and Immunities in the UK?” attached in the Annex to this Agreement.

- k) “Members of the family of the Staff member” means:
  - 1) The spouse or civil partner;
  - 2) Children under 18 years of age;
  - 3) Children aged 18 to 25 years of age who are financially dependant on the Staff member and are in full time education (course duration to be at least 15 hours per week) at a recognised UK educational establishment.
- l) “Government” means the Government of the United Kingdom;
- m) “Member State “ means a State party to the Convention pursuant to Article I.2 thereof;
- n) “Representative of Member States” means the designated representative of a Member State of the Agency.

## ARTICLE 2

### **Purpose of the Agreement**

The purpose of this Agreement is to define the conditions for establishing and operating the Agency’s Sites and Facilities on the territory of the United Kingdom, with a view to complementing and giving effect to the provisions of Annex I to the Convention and to ensure the efficient functioning of the Agency.

The Agreement shall apply throughout the entire territory of the United Kingdom.

## CHAPTER II

### AGENCY’S SITES, FACILITIES and ACTIVITIES

## ARTICLE 3

### **Availability of the Sites and Facilities**

1. The United Kingdom puts at the disposal of the Agency and maintains, free of charge, the Sites and Facilities for the carrying out of the Agency’s official activities in the United Kingdom. For that purpose the United Kingdom or its designated entity and the Agency shall conclude appropriate implementation agreements for each Site and Facility the Agency operates at or within the United Kingdom.
2. In particular, the United Kingdom puts at the disposal of the Agency Harwell’s Facilities.

## ARTICLE 4

### **Rights incidental to the use of the Sites and Facilities**

1. The United Kingdom guarantees that no third party rights or disputes with third parties exist which could restrict or preclude the utilization by the Agency of the Sites and Facilities.
2. The Agency shall have the right to build and use, within the bounds of the Site and Facilities, the installations as it deems necessary for carrying out its activities.
3. Taking into account the provisions of Article II of Annex I to the Convention, the Agency shall have the right to enclose the Sites and Facilities and to control entry. The rights to use the Sites and Facilities include the rights of access as necessary by the Agency's Staff members, Experts, Representatives of Member States, contractors and visitors. The provisions of this Article are without prejudice to the provisions of Articles XXII and XXIII of Annex I of the Convention.
4. The Agency shall have the right to display signs, plaques and flags as it deems appropriate.

## ARTICLE 5

### **Permits**

The United Kingdom undertakes to issue in a timely fashion and free of charge the necessary permits that the Agency requires for the Sites and Facilities, their operation and expansion as provided for in Article 7.

## ARTICLE 6

### **Services and support to the Sites and Facilities**

1. The United Kingdom recognizes that certain services and support are required for the proper and efficient operation of the Sites and Facilities. The United Kingdom properly develops and maintains at its own costs the access to the Sites and Facilities. The United Kingdom shall use best efforts to ensure that the premises shall be supplied with necessary public services - collection of refuse and fire protection, and that such public services shall be supplied on reasonable terms.
2. In case of complete or partial interruption or threatened interruption of any other utility services, the United Kingdom shall provide information and support to assist with continuity of services.

3. The United Kingdom shall provide information and advice in obtaining educational facilities for the children of the Staff members of the Agency in the vicinity of the Sites and Facilities.

#### ARTICLE 7

##### **Growth potential**

The United Kingdom agrees to ensure a growth potential of the Agency's Sites and Facilities on its territory in accordance with the provisions of this Agreement. As soon as the need for the creation of new Sites and Facilities or the expansion of existing Sites and Facilities arises, the Agency shall consult with the United Kingdom through the Consultative Committee, referred to in Article 17. The United Kingdom shall make every effort to accommodate such needs on the same terms under this Agreement.

#### ARTICLE 8

##### **Radio Frequencies**

1. The Agency shall have the right to install and to operate telecommunications systems on the Sites and Facilities. The United Kingdom shall use its best efforts to support ESA in obtaining the necessary authorizations in a timely manner to the Agency for the installation and operation of fixed and mobile antennas, as well as for any other equipment related to satellite radio communications, in accordance with national licensing/frequency coordination and meeting the requirement of the Radio and Telecommunications Terminal Equipment (R&TTE) directive.

The United Kingdom shall use its best efforts to ensure that the Agency in accordance with applicable law of the United Kingdom is able to make use of the radio frequencies needed to operate the facilities mentioned in the previous paragraph. The frequencies shall be chosen by the Agency in agreement with the United Kingdom. In order to support ESA, the United Kingdom shall use its best efforts to carry out the necessary national and international formalities and take any necessary measures to obtain and maintain the use of radio frequencies by the Agency, in accordance with national licensing/frequency coordination and meeting the requirement of the R&TTE directive.

2. Subject to national budget procedures and on a case by case basis, the United Kingdom shall reimburse the Agency the license fees that would normally be payable to Ofcom for the use of the radio spectrum in the United Kingdom.

3. The United Kingdom shall use its best efforts to ensure the mitigation of any interference arising from radio transmissions under its jurisdiction.

To that end, the United Kingdom shall, at the Agency's request, in accordance with applicable law of the United Kingdom, use best efforts to take such measures as may be appropriate to ensure that no structures are built near the Sites and Facilities that could generate radio frequency interference with the frequency bands used by the Agency and furthermore that the land, buildings and facilities around the stations have line of vision rights to prevent interference in the stations' directions of observation owing to new structures or the raised height of existing ones within the limits agreed between the Parties.

## ARTICLE 9

### **Inviolability of the Sites and Facilities**

1. Any person having the authority to enter any place under any legal provision shall not exercise that authority in respect of the Sites and Facility of the Agency unless permission to do so has been given by the Director General or by the Head of the Site or of the Facility designated by him and acting on his behalf. Such permission may, however, be presumed in the event of fire or other emergencies requiring prompt protective action. Any person who has entered the Site or Facilities with the presumed permission of the Director General or by the Head of the Site or Head of the Facilities shall, if so requested by the Director General or by the Head of the Site or Head of the Facilities, leave the Site or Facilities immediately.

2. In other cases, the Director General or the Head of the Site or the Head of the Facilities shall give serious consideration to a request for permission from the authorities of the United Kingdom to enter the Site or Facilities without prejudice to the interests of the Agency.

## ARTICLE 10

### **Inviolability of correspondence and archives**

The Agency shall be entitled to dispatch and receive correspondence by mail or sealed bags properly identified; the same privileges and immunities as diplomatic couriers and bags are accorded.

The inviolability of the archives referred to in Article III of Annex I to the Convention 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, and to all the information contained therein.



## ARTICLE 11

### **Exemption from taxes and duties**

1. Within the scope of its official activities carried out at its Sites and Facilities, the Agency, its operations, assets, income and other property shall be exempt from all direct and indirect taxes, at all levels, national and lower down to local.
2. This exemption covers in particular the following taxes:
  - value added tax;
  - excise duties;
  - insurance premium tax;
  - taxes on hydrocarbons such as fuel oils and motor fuels;
  - stamp duty and land tax;
  - motor vehicle tax (fleet vehicles only);
  - National Non Domestic Rates.
3. The exemptions provided for in paragraph 2 of this Article may be granted by way of direct exemption or refund.
4. Subject to the provisions of article 11.2 above, no exemption shall be granted in respect of charges for necessary public services (fire protection and refuse collection), as set out in Article 6.1, serving only to recover the directly attributable cost associated with the provision of the service.
5. For tax purposes, official activities conducted by the Agency in the United Kingdom shall be deemed to fall within the legal/property sphere of the Agency.

## ARTICLE 12

### **Import and export of goods and materials of the Agency**

1. Goods, materials and equipment imported or exported by the Agency or on its behalf, which are necessary for the exercise of the Agency's official activities shall be exempt from all import and export duties and taxes and from all import or export prohibitions and restrictions.
2. The United Kingdom and the Agency shall take the necessary measures to facilitate the practical implementation of the provision of paragraph 1 of this Article.

3. If the Agency sells or gives away the goods, materials or equipment imported exempt from duties and taxes under the terms of paragraph 1 of this Article, it shall provide the competent United Kingdom authorities with the respective import declarations and pay the applicable duties and taxes. The value of the goods to be declared shall be the value at the time of the disposal, and the competent United Kingdom authorities shall provide the Agency with the necessary instructions regarding the procedure to be followed.

## CHAPTER III

### PERSONNEL

#### ARTICLE 13

#### **Staff members and Members of the family**

1. Staff members who discharge their functions in the United Kingdom shall enjoy the privileges and immunities specified in Article XVI of Annex I to the Convention; it is agreed, in particular, for the Staff members, together with their Members of family, that:

- a) they shall neither require work permits or residence permits, nor be subject to the provisions governing immigration restrictions and aliens' registration.
- b) they shall obtain from the competent United Kingdom authorities a special personal identity card stating the holder's name, designation and name of the Agency. These are not issued to citizens of the United Kingdom and Overseas Territories or Permanent residents of the United Kingdom.
- c) unless they are citizens of the United Kingdom and Overseas Territories, or at the time of taking up their duties in the United Kingdom, Permanent residents of the United Kingdom, the like exemption from customs duties and taxes on the importation of articles which:
  - i. at the time when they first enter the United Kingdom to take up their posts as members of the staff of the Agency are imported for their personal use or that of members of their families forming part of their households, including articles intended for their establishment and
  - ii. are articles which were in their ownership or possession or that of such members of their families, or which they or such members of their families were under contract to purchase, immediately before they so entered the United Kingdom.

2. In addition to the privileges and immunities specified in Article XVI of Annex I to the Convention, Staff members who are neither United Kingdom nationals or Permanent residents shall have the right to acquire and own one motor vehicle without payment of taxes and duties.

3. The Agency shall inform the United Kingdom whenever a Staff member takes up or relinquishes his/her duties. It shall at least once a year send to the competent United Kingdom authorities a list of all Staff members and the Members of their families.

#### ARTICLE 14

##### **Director General , Head of Harwell Centre and High ranking staff**

1. Pursuant to Article XV of Annex I to the Convention, the Director General of the Agency shall, when visiting the United Kingdom, enjoy the privileges and immunities to which the Head of a diplomatic mission accredited to the United Kingdom is entitled.

2. The Head of the Harwell Centre, as representative of the Director General of the Agency in the United Kingdom, shall enjoy the privileges and immunities to which the Head of a diplomatic mission accredited to the United Kingdom is entitled.

3. High ranking staff discharging their functions in the United Kingdom and who are neither United Kingdom nationals nor Permanent residents in the United Kingdom, shall enjoy the same privileges and immunities as the United Kingdom grants to diplomatic agents of the diplomatic missions established on its territory; it being understood that their immunity shall not apply in the case of a motor traffic offence committed by a Staff member nor in the case of damage caused by a motor vehicle belonging to or driven by him/her.

4. The above provisions shall apply to the Members of the families of the Agency's Director General and of the other Staff members mentioned in this Article.

5. This Article shall not apply to citizens of the United Kingdom and Overseas Territories or Permanent residents of the United Kingdom.

## ARTICLE 15

### **Social security**

Since the Agency has established its own social security system, the Agency, the Director General and the Staff members shall be exempt from all compulsory contributions to United Kingdom social security bodies.

## ARTICLE 16

### **Experts and Representatives of Member States**

1. The Government recognises the importance of the presence at Harwell and at the possible other Agency Sites and Facilities in the United Kingdom of Experts and Representatives of Member States, and therefore ensures their unimpeded entry into and departure from the United Kingdom, and to provide, upon request, administrative assistance in connection with their stay in the United Kingdom. The United Kingdom shall take appropriate measures to facilitate, where necessary, a work and/or residence permit to the Experts and Representative of Member States.
2. Paragraph 1 of this Article shall also apply to the Members of their families.
3. This Article shall not apply to citizens of the United Kingdom and Overseas Territories or Permanent residents of the United Kingdom.

## CHAPTER IV

### COORDINATION

## ARTICLE 17

### **Joint Consultative Committee**

1. A Joint Consultative Committee composed of representatives of the Agency and of the United Kingdom authorities concerned, including the UK Space Agency and the Municipality of Harwell or any other municipality concerned by the activities covered under the present Agreement, shall facilitate the implementation of this Agreement through consultation between the relevant authorities of the United Kingdom and the Agency and shall meet as frequently as necessary for that purpose. The Chairman of the Committee shall be appointed by common agreement.

2. The United Kingdom shall make every effort to assist the Agency in establishing and maintaining the proper functioning of the Agency's Sites and Facilities in the United Kingdom and shall endeavour to take no action that might impede the activities of the Agency as specified in the Convention. In the event of the United Kingdom nevertheless having to take decisions that might interfere with the activities of the Agency it undertakes to consult the Agency beforehand through the Consultative Committee referred to in paragraph 1 of this Article.

3. In order to facilitate local application of this Agreement, the Agency shall cooperate closely with the representatives designated by the United Kingdom and with the local authorities, through the Consultative Committee referred to in paragraph 1 of this Article.

## CHAPTER V

### FINAL PROVISIONS

#### ARTICLE 18

##### **Use of privileges and immunities**

The privileges and immunities granted under the provisions of this Agreement are conferred in the interests of the Agency and not for the personal benefit of the individuals themselves. It is the duty of the Agency and all persons enjoying such privileges and immunities to observe in all other respects the laws and regulations of the United Kingdom.

#### ARTICLE 19

##### **Liability**

The United Kingdom shall not by reason of the activities of the Agency on its territory incur any national or international liability for acts or omissions of the Agency or of its representatives acting or failing to act within the limits of their functions. The Agency shall hold the United Kingdom harmless from any obligation arising out of a claim made against the United Kingdom at the request of a third party, as a consequence of such acts or omissions.

## ARTICLE 20

### **Entry into force and Duration**

1. This Agreement shall come into force on the date of the notification by the United Kingdom to the Agency that all procedures necessary for its entry into force have been completed.
2. Unless priorly terminated in accordance with Article 22, this Agreement shall remain in force as long as the Agency owns, operates or uses one or more Sites or Facilities in the territory of the United Kingdom.

## ARTICLE 21

### **Revision**

This Agreement may be revised by common agreement at the request of either Party.

## ARTICLE 22

### **Termination**

1. This Agreement shall terminate prior to its expiry date as foreseen in Article 20, when the first of the following events occurs:
  - a) On the dissolution of the Agency under the conditions envisaged in Article XXV of the Convention.
  - b) In the event of the denunciation of the Convention by the United Kingdom in accordance with Article XXIV thereof. Between the date of denunciation and the date on which the denunciation takes effect, the United Kingdom undertakes to negotiate with the European Space Agency with a view to concluding a special agreement within the meaning of paragraph 2 of Article XXIV of the Convention. Pending the outcome of these negotiations, the provisions of this Agreement shall remain applicable.
2. The Parties may decide by common agreement to terminate the application of this Agreement to specific Sites or Facilities.

## ARTICLE 23

### **Effects of termination**

1. In the event that this Agreement is terminated in accordance with Article 22.1 a), the provisions of Article XXV of the Convention shall apply.
2. In the event that this Agreement is terminated in accordance with Article 22.1 b), the provisions of Article XXIV of the Convention shall apply.
3. In the event that this Agreement is terminated in respect of specific Sites or Facilities in accordance with Article 22.2:
  - a) The United Kingdom shall have first option to purchase, at no less than market rates, any movable or equipment of the Agency at those Sites or Facilities that the Agency does not intend to remove;
  - b) The conditions for the transfer to the United Kingdom of the Agency's immovable and/or remaining installations at those Site or Facilities, and the amount of compensation for such transfer shall be settled in a separate agreement.

## ARTICLE 24

### **Consultations and settlement of disputes**

Any dispute arising out of the interpretation or application of this Agreement which cannot be settled by consultations between the Parties may be submitted by either Party to an arbitration tribunal for resolution in accordance with the terms of paragraphs 2 to 6 of Article XVII of the Convention and such additional rules as have been promulgated there- under at the time of submission. If either Party intends to submit a dispute to an arbitration tribunal it shall notify the other Party accordingly.

IN WITNESS WHEREOF the undersigned representatives, being duly authorized thereon, have appended their signature to this Agreement.

Done in two Originals in the English and French languages, the two texts being equally authentic.

Date 16 July 2013  
Place Glasgow

**DAVID WILLETTS**

For the United Kingdom

Date 13 June 2013  
Place Paris

**JEAN-JACQUES DORDAIN**

For the European Space Agency



## Annex

### **PERSONS PERMANENTLY RESIDENT IN THE UNITED KINGDOM EMPLOYED IN INTERNATIONAL ORGANISATIONS RECOGNISED BY HER MAJESTY'S GOVERNMENT**

1. Her Majesty's Government regards all locally engaged staff, irrespective of nationality, as permanent residents of the United Kingdom and would treat them accordingly for the administrative purposes of the Diplomatic Privileges Act 1964 and any other specific primary or secondary legislation for international organisations (IOs), unless the Head of the International Organisation concerned called attention in any case to special factors suggesting that an individual was only temporarily resident in the United Kingdom and had the intention to return to his own country or to proceed to a third State.

2. When determining whether or not a particular member of your staff should be regarded as a permanent resident of the United Kingdom the test should normally be whether or not he would be in the United Kingdom but for the requirements of the international organisation (IO). In applying this test, it is suggested that IOs should be guided by the following considerations:

- i. the intention of the individual: a person should be regarded as permanently resident in the United Kingdom unless he is going to return to his own country or proceed to a third country as soon as his appointment in the United Kingdom ends. It is suggested that points which may be relevant to this question include the links of the individual with the State which he claims as his home, e.g. payment of taxes, participation in social security schemes, ownership of Immovable property, payment of return passage by the sending State.
- ii. the prospect of the individual being posted elsewhere as a permanent employee of the IO: he should be regarded as permanently resident in the United Kingdom if his appointment in the United Kingdom is likely to continue or has continued for more than five years, unless the Head of the IO states that the longer stay in the United Kingdom is a requirement of the IO and not a result of personal considerations.
- iii. local recruitment of the individual: a person who is locally engaged is presumed to be permanently resident in the United Kingdom unless the Head of IO concerned shows that he is going to return to his own country or to proceed to a third country immediately on the termination of his appointment in the United Kingdom; and

3. Where a member of the staff of an IO is granted indefinite leave to remain in the United Kingdom or acquires British nationality, he is regarded as a permanent resident with immediate effect.

4. If, in the light of this guidance, any IO concludes that any of its staff should henceforth be regarded as permanent residents of the United Kingdom for the purposes of the Diplomatic Privileges Act and any other specific primary or secondary legislation for IOs, all such cases should be notified to the Foreign and Commonwealth Office as soon as possible. Should a difference of opinion arise between an IO and Her Majesty's Government as to whether an individual is permanently resident in the United Kingdom, consultations should take place between the two sides and that each side should inform the other of any relevant evidence which may be in their possession.

5. Please note that it is the IOs responsibility to bear in mind the considerations set out above when making notifications of staff for the purposes of establishing and maintaining the régime of immunities and privileges to be set up for foreign personnel under the specific primary or secondary legislation for each IO.

6. If any member of the staff of an IO who wishes to settle permanently in the United Kingdom on the termination of his employment with that Mission, it will, of course, be necessary for him to obtain the permission of the appropriate authorities for this purpose in accordance with the ordinary laws and regulations of the United Kingdom.

CCS0619392092  
ISBN 978-1-5286-1369-9