



Miscellaneous Series No.1 (2021)

# Headquarters Agreement

between the Government of the United Kingdom of Great Britain and Northern Ireland  
and the Square Kilometre Array Observatory

London and Paris, 3 and 9 February 2021

[The Agreement is not in force]

*Presented to Parliament  
by the Secretary of State for Foreign, Commonwealth and Development Affairs  
by Command of Her Majesty  
February 2021*



© Crown copyright 2021

This publication is licensed under the terms of the Open Government Licence v3.0 except where otherwise stated. To view this licence, visit [nationalarchives.gov.uk/doc/open-government-licence/version/3](https://nationalarchives.gov.uk/doc/open-government-licence/version/3)

Where we have identified any third party copyright information you will need to obtain permission from the copyright holders concerned.

This publication is available at [www.gov.uk/official-documents](https://www.gov.uk/official-documents)

Any enquiries regarding this publication should be sent to us at Treaty Section, Foreign, Commonwealth and Development Office, King Charles Street, London, SW1A 2AH

ISBN 978-1-5286-2422-0  
CCS0221046302 02/21

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

**HEADQUARTERS AGREEMENT BETWEEN THE GOVERNMENT OF  
THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN  
IRELAND AND THE SQUARE KILOMETRE ARRAY OBSERVATORY**

The Government of the United Kingdom of Great Britain and Northern Ireland (“The United Kingdom”), and the Square Kilometre Array Observatory (“SKAO”) hereinafter also referred to individually as “the Party” or collectively as “the Parties”,

HAVING REGARD to the *Convention Establishing The Square Kilometre Array Observatory*, which was opened for signature on 12<sup>th</sup> March 2019 (“the Convention”);

HAVING REGARD to the establishment by the Convention of SKAO as an international organisation;

HAVING REGARD to Article 1(e) and Article 2(2) of the Convention which designates the United Kingdom as the State in which SKAO’s global headquarters shall be located, at Jodrell Bank;

ACKNOWLEDGING that the United Kingdom undertakes to make reasonable endeavours to expedite the efficient application of immigration procedures in a way that allows SKAO to function effectively; and

DESIROUS to regulate the relationship between SKAO and the United Kingdom in accordance with Article 2(3) of the Convention through an agreement concerning the hosting of SKAO in the United Kingdom;

HAVE AGREED AS FOLLOWS:

CHAPTER 1

GENERAL PROVISIONS

ARTICLE 1

**Definitions**

For the purposes of this Agreement:

- a) “Agreement” means this agreement;
- b) “Council” means the Council of SKAO as described in Article 8 of the Convention;
- c) “Director-General” means the Director-General of SKAO referred to in Article 9 of the Convention;

- d) “Expert” means an Expert pursuant to the Protocol, being a person designated by SKAO, other than a Staff member, to perform tasks in connection with SKAO or to carry out missions for SKAO;
- e) “Family members” means the following individuals where they form part of a Staff member’s household:
  - i) Spouse or civil partner;
  - ii) Children under 18 years of age;
  - iii) Other Family members aged 18 to 24 years of age who are financially dependent on the Staff member and in full time education, at a United Kingdom educational establishment registered as such for the purposes of the United Kingdom’s immigration laws.
- f) “Government” means the Government of the United Kingdom;
- g) “Member” means a State or international organisation party to the Convention pursuant to Article 6 thereof;
- h) “Official Activities” means all activities undertaken pursuant to the Convention including SKAO’s administrative activities;
- i) “Premises” means premises as defined in Article 1(c) of the Protocol, and located within the United Kingdom;
- j) “Protocol” means the Protocol on Privileges and Immunities of the Square Kilometre Array Observatory at Annex A to the Convention;
- k) “Representatives” has the same meaning as at Article 1(d) of the Protocol;
- l) “Staff member” means a member of the staff of SKAO who has been engaged under Article 9.3 of the Convention in accordance with the staff regulations approved by the Council.

## ARTICLE 2

### **Purposes of the Agreement**

1. The purposes of this Agreement are to enable SKAO to establish the Premises and operate at the Premises, and to ensure the efficient functioning of SKAO, with a view to giving effect to the Convention.
2. This Agreement shall be interpreted in the light of the primary objective of enabling SKAO, at the Premises, including its global headquarters, fully and efficiently to discharge its responsibilities and fulfil its purposes and functions.

3. In case of any conflict between the provisions of this Agreement and the Convention and Protocol, the Convention and Protocol shall prevail.

#### ARTICLE 3

##### **Legal personality**

SKAO shall possess legal personality. It shall, in particular, have the legal capacity to contract; to acquire, and dispose of, immovable and movable property; and to institute and be a party to legal proceedings.

#### ARTICLE 4

##### **Immunity from legal process**

Within the scope of its Official Activities, SKAO shall have immunity from suit and legal process except as set out in Article 2 of the Protocol.

#### CHAPTER II

##### OPERATION OF SKAO

#### ARTICLE 5

##### **Premises**

1. The United Kingdom undertakes to use its best efforts to facilitate the carrying out of SKAO's Official Activities in the United Kingdom. For that purpose the United Kingdom undertakes to use reasonable endeavours to facilitate the conclusion of appropriate agreements for each of the Premises SKAO operates within the United Kingdom.

2. In particular, the United Kingdom undertakes to use its best efforts to facilitate the operation and functioning of SKAO from the Premises.

3. The United Kingdom shall put at the disposal of SKAO Premises for the carrying out of SKAO's Official Activities in the United Kingdom. For that purpose the United Kingdom and SKAO undertake to make reasonable endeavours to conclude or facilitate the conclusion of appropriate implementation and maintenance agreements for the Premises at Jodrell Bank and for other Premises at which SKAO might operate within the United Kingdom.

## ARTICLE 6

### **Services and support to the Premises**

1. The United Kingdom recognises that certain services and support are necessary for the proper and efficient operation of the Premises. The United Kingdom undertakes to use reasonable endeavours to facilitate the supply at the Premises of such services and support, the costs of which shall be borne by SKAO.
2. In case of complete or partial interruption or threatened interruption of any utility services, the United Kingdom shall provide information and support to assist with continuity or resumption of services.

## ARTICLE 7

### **Growth potential**

The United Kingdom agrees to facilitate the growth of SKAO's Premises in accordance with the provisions of this Agreement. As soon as the need for the creation of new Premises or the expansion of existing Premises arises, SKAO shall consult with the United Kingdom through the Joint Consultative Committee, referred to in Article 18 of this Agreement.

## ARTICLE 8

### **Inviolability of the Premises**

1. Premises of SKAO shall be inviolable. Any person having the authority to enter any place under any legal provision shall not exercise that authority in respect of the Premises unless permission to do so has been given by the Director-General or by the head of the Premises designated by the Director-General and acting on the Director-General's behalf.
2. Such permission may be presumed in the event of fire or other emergencies requiring prompt protective action. Any person who has entered the Premises with the presumed permission of the Director-General or of the head of the Premises shall, if so requested by the Director-General or by the head of the Premises, leave the Premises immediately.
3. The Director-General shall notify the Government of the names of heads of Premises.

## ARTICLE 9

### **Inviolability of Archives**

The archives of SKAO, as defined in Article 1(e) of the Protocol, shall be inviolable.

## ARTICLE 10

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

1. Within the scope of its Official Activities, SKAO shall be exempt from all direct taxation on its assets, property, income, gains, operations and transactions.
2. SKAO shall have relief under arrangements made by the Government, by way of a refund of Value Added Tax paid on the purchase of any goods or services which are of substantial value and which are necessary for the exercise of its Official Activities, such relief to be subject to compliance with such conditions as may be imposed in accordance with the arrangements.
3. SKAO shall have relief under arrangements made by the Government, by way of a refund of insurance premium tax, air passenger duty, and climate change levy paid in the course of activities which are necessary for the exercise of its Official Activities, such relief to be subject to compliance with such conditions as may be imposed in accordance with the arrangements.
4. SKAO shall have relief under arrangements made by the Government, by way of a refund of customs duty or Value Added Tax paid on the importation of any hydrocarbon oil (within the meaning of the Hydrocarbon Oil Duties Act 1979) which is purchased in the United Kingdom and which is used for the official purposes of SKAO, such relief to be subject to compliance with such conditions as may be imposed in accordance with the arrangements.
5. In the event SKAO establishes its own social security scheme for employees, it shall subject to Article 14(2) of this Agreement, be exempt from all compulsory contributions to domestic social security bodies.

## ARTICLE 11

### **Import, export and disposal of goods and materials of SKAO**

1. SKAO shall have relief from duties (whether of customs or excise) and taxes on the importation of goods (including publications) imported by SKAO for the purpose of its Official Activities only, such relief to be subject to compliance with such conditions as may be prescribed by the Government.

2. The United Kingdom and SKAO shall take the necessary measures to facilitate the practical implementation of the provision in paragraph 1 of this Article.

3. Goods, materials or equipment imported under the terms of paragraph 1 of this Article or paragraph 2 of Article 10 shall not be sold, given away, hired out or otherwise disposed of in the United Kingdom unless the Government has been informed beforehand and any relevant duties and taxes have been paid and any agreed conditions complied with.

## ARTICLE 12

### **Co-operation with the United Kingdom authorities**

1. Without prejudice to their privileges and immunities, it is the duty of all persons enjoying privileges and immunities under Articles 13, 14 and 16 to respect the laws and regulations of the United Kingdom when operating in their official capacity.

2. SKAO shall co-operate at all times with the relevant authorities of the United Kingdom to facilitate the enforcement of the United Kingdom's laws and to prevent the occurrence of any abuse in connection with the privileges and immunities referred to in this Agreement.

## CHAPTER III

### PERSONNEL

## ARTICLE 13

### **Representatives of Members**

1. Representatives who discharge their functions in the United Kingdom, except to the extent that in any particular case immunity has been waived by the competent authority set out in Article 19(3) of this Agreement, shall enjoy the privileges and immunities set out in sub-paragraphs 1 (a) to (c), and subject to paragraph 2 below:

- a) unimpeded entry into and departure from the United Kingdom;
- b) immunity from suit and legal process in respect of all acts performed by them in their official capacity, including their words spoken or written, which shall continue to be accorded even after they cease to be a Representative; this immunity shall not apply to road traffic offences and damage resulting from a vehicle driven by them;
- c) inviolability of all their official papers and documents related to the exercise of their function within the scope of the Official Activities of SKAO.



2. SKAO shall inform the United Kingdom whenever a Representative takes up or relinquishes his/her duties or there is a relevant change of circumstances.
3. The provisions of this Article shall not apply to Representatives of the United Kingdom.
4. The United Kingdom shall take appropriate measures to facilitate, where necessary, a work and/or residence permit to Representatives.

#### ARTICLE 14

##### **Director-General, Staff members and Family members**

1. The Director-General, and Staff members who discharge their functions in the United Kingdom, except to the extent that in any particular case immunity has been waived by the competent authority set out in Article 19(3) of this Agreement, shall:
  - a) have, even after they have left the employment of SKAO, immunity from suit and legal process in respect of all acts, performed by them in their official capacity, including words written and spoken; this immunity shall not apply, however, to road traffic offences and damage resulting from a vehicle driven by them;
  - b) have inviolability of all their official papers and documents related to the exercise of their function within the scope of the Official Activities of SKAO;
  - c) be exempt, together with their Family members, from immigration restrictions and alien registration and from registration formalities for the purposes of immigration control;
  - d) have the right, for their personal use or that of Family members, to import duty-free their furniture and personal effects (including at least one motor vehicle) at the time of first taking up their post and the right on the termination of their functions to export duty-free their furniture and personal effects, subject in both cases to the conditions governing the disposal of goods imported into the United Kingdom duty-free and to the general restrictions applied in the United Kingdom to imports and exports;
  - e) from the date on which an effective internal tax is applied, be exempt from national taxation on the salaries and emoluments paid by SKAO (but such salaries and emoluments may be taken into account by the Government for the purpose of assessing the amount of taxation to be applied to income from other sources); this exemption shall not apply to pensions and annuities paid by SKAO;

- f) from the date on which a social security scheme is established by SKAO, be exempt, with respect to their employment with SKAO, from all compulsory contributions to domestic social security bodies; from that date, they shall also not be entitled to any benefits paid by domestic social security bodies.

2. Sub paragraphs (c), (d), (e) and (f) shall not apply to the Director-General if they are a national or permanent resident of the United Kingdom, and shall not apply to Staff members who are nationals or permanent residents of the United Kingdom.

## ARTICLE 15

### **Notification of appointments and departures**

1. SKAO shall inform the Government when the Director-General or a Staff member takes up or relinquishes their duties at SKAO or there is a relevant change of circumstances. At least once a year or when requested, SKAO shall send to the Government a list of all Staff members and Family members, indicating in each case whether or not the individual is a national or permanent resident of the United Kingdom.

2. The Government shall issue to the Director-General and Staff members, on notification of their appointment, an identity card bearing the photograph of the holder and identifying them as a Staff member of SKAO. SKAO shall ensure that when a Staff member relinquishes their duties at SKAO, their card is returned promptly to the Government for cancellation.

## ARTICLE 16

### **Experts**

1. Experts shall enjoy inviolability for all their official papers and documents to the extent necessary for the carrying out of their functions on behalf of the SKAO, including during journeys made in carrying out their functions.

2. The UK shall take measures to facilitate the free movement of Experts in the exercise of their functions, in accordance with the law of the United Kingdom.

## ARTICLE 17

### **Flag and emblem**

SKAO shall be entitled to display its flag and emblem on the Premises and on the means of transport of SKAO and of its Director-General.

## CHAPTER IV

### CO-ORDINATION

#### ARTICLE 18

##### **Joint Consultative Committee**

1. A Joint Consultative Committee composed of representatives of SKAO and of the United Kingdom authorities concerned shall facilitate the implementation of this Agreement through consultation between the relevant authorities of the United Kingdom and SKAO. The Joint Consultative Committee shall meet as frequently as necessary for that purpose. The Chair of the Joint Consultative Committee shall be appointed by agreement of the Parties.
2. In order to facilitate local application of this Agreement, SKAO shall cooperate closely with the organisations designated by the United Kingdom and with the local authorities, including through the Joint Consultative Committee referred to in paragraph 1 of this Article.

## CHAPTER V

### FINAL PROVISIONS

#### ARTICLE 19

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

1. The privileges and immunities granted under the provisions of this Agreement are conferred in the interests of SKAO and not for the personal benefit of the Representatives, Staff members and their Family members, or Experts themselves. It is the duty of SKAO and all persons enjoying such privileges and immunities to observe the laws and regulations of the United Kingdom.
2. Competent authorities as defined in paragraph 3 have a duty to waive any relevant immunity in all cases where retaining it would impede the course of justice and it can be waived without prejudicing the interests of SKAO.
3. The competent authorities referred to in paragraph 2 are:
  - a) Member States, in the case of their Representatives;
  - b) The Council, in the case of the Director-General;

- c) The Director-General, in the case of all Staff members, Family members, Experts or any other person or persons enjoying immunities under this Agreement.

4. SKAO shall not allow the Premises to be used for any unlawful activity or permit the Premises to become a refuge from justice for persons who are avoiding arrest or service of legal process under the law of the United Kingdom or against whom an order of extradition or deportation has been issued by the appropriate authorities.

## ARTICLE 20

### **Liability**

The United Kingdom shall not by reason of the activities of SKAO under this Agreement incur any national or international liability for acts or omissions of SKAO or of its Staff members, its Experts, its Representatives, the staff members of such Representatives, or the Director-General, whether those persons are acting or failing to act within the limits of their functions. SKAO shall hold the United Kingdom harmless from any obligation or liability arising out of a claim made against the United Kingdom as a consequence of such acts or omissions. In the event that such a claim is made against the United Kingdom, the United Kingdom shall inform SKAO as soon as possible.

## ARTICLE 21

### **Entry into force and duration**

1. This Agreement shall come into force on the date of the later of the following notifications:

- (a) a notification by the United Kingdom to SKAO that all procedures necessary for the Agreement's entry into force, including ratification of the Convention by the United Kingdom, have been completed;
- (b) a notification by SKAO to the United Kingdom that this Agreement has been approved by unanimous vote of the Council.

2. Unless terminated in accordance with Article 23 below, this Agreement shall remain in force as long as SKAO owns, operates or uses Premises in the United Kingdom.

## ARTICLE 22

### **Amendment**

This Agreement may be amended in writing by agreement at the request of either Party, and in accordance with each Party's applicable procedures.

## ARTICLE 23

### **Termination**

1. This Agreement shall terminate, prior to its expiry date as foreseen in Article 21(2) above, on the occurrence of any of the following events:
  - a) the termination and dissolution of SKAO under the conditions envisaged in Article 17 of the Convention; or
  - b) the withdrawal by the United Kingdom from the Convention in accordance with Article 16 thereof.
2. The Parties may agree to terminate the application of this Agreement to specific Premises.

## ARTICLE 24

### **Effects of termination**

1. In the event that this Agreement is terminated in accordance with Article 23(1)(a) above, the provisions of Article 17 of the Convention shall apply.
2. In the event that this Agreement is terminated in accordance with Article 23(1)(b) above, the provisions of Article 16 of the Convention shall apply.
3. In the event that this Agreement is terminated in respect of specific Premises in accordance with Article 23(2) above and subject to payment by SKAO of all dues arising under Article 11(3) above and any other taxes or payments that may apply:
  - a) the United Kingdom shall have first option to purchase, at no less than market rates, any movable equipment of SKAO at those Premises that SKAO does not intend to retain and remove from the Premises;
  - b) the Premises will transfer back to the registered proprietor of the freehold title in accordance with any legal agreements between the freeholder and SKAO;

- c) the conditions for the transfer to the United Kingdom of SKAO's immovable and/or remaining installations at those Premises, and the amount of compensation for such transfer, shall be settled in a separate agreement.

## ARTICLE 25

### **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 (unless the parties to the dispute have agreed to another mode of settlement) by either Party to the Permanent Court of Arbitration for resolution in accordance with the terms of Article 14 of the Convention. If either Party intends to submit a dispute to arbitration in accordance with this Article it shall notify the other Party accordingly.

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

Done in duplicate at London and Paris on 3 February 2021 and 9 February 2021.

**For the Government of the  
United Kingdom of Great Britain  
and Northern Ireland:**

**JO SHANMUGALINGAM**

**For the Square Kilometre Array  
Observatory:**

**CATHERINE CESARSKY**

CCS0221046302

978-1-5286-2422-0