



Miscellaneous No. 5 (2024)

# Host Country Agreement

between the Government of the United Kingdom of Great Britain and  
Northern Ireland and the European Forest Institute

Helsinki and London, 19 and 20 March 2024

[The Agreement is not in force]

*Presented to Parliament  
by the Secretary of State for Foreign, Commonwealth and Development Affairs  
by Command of His Majesty  
March 2024*

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**HOST COUNTRY AGREEMENT BETWEEN THE GOVERNMENT OF  
THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN  
IRELAND AND THE EUROPEAN FOREST INSTITUTE**

Preamble

The Government of the UK of Great Britain (“hereinafter referred to as the “Host Country”), on the one part, and the European Forest Institute (hereinafter referred to as the “EFI” or the “Institute”) on the other part.

Having regard to the Convention on the European Forest Institute adopted in 2003;

Taking into account that the EFI has decided to establish an office of the EFI in the United Kingdom (“the UK”);

Considering that under international custom, guarantees for their independent functioning are provided for international organizations governed by public international law;

Considering that the EFI must enjoy the guarantees it requires to carry out its purpose and functions; and thus

Desiring to define, the status, privileges and immunities in the UK of the EFI including its UK office, and of its personnel and affiliated persons;

Affirming that nothing in the present Agreement shall be interpreted as allowing any interference with self-governing status of the Institute, or with the assets and activities necessary for the Institute’s functioning;

Have agreed upon the following provisions:

ARTICLE 1

**Definitions**

For the purposes of this Agreement:

- a) “Agreement” means this agreement;
- b) “EFI” or “Institute” means the European Forest Institute;
- c) “The Convention” means the Convention on the European Forest Institute adopted in 2003;
- d) “Premises” means the buildings or parts of buildings and the land ancillary thereto used for the official purposes of the EFI, and located within the UK, and as agreed with the UK;

- e) “Official activities” of the EFI includes its administrative activities and other activities undertaken pursuant to the Convention;
- f) “Representatives” means representatives of Members of the EFI and in each case means head of delegation and alternate, and as notified to the FCDO;
- g) “Members” means ‘the contracting parties’ as defined under Article 4 (1) of the Convention;
- h) “Members of the Board” is as defined under Article 8 of the Convention;
- i) “Director” means the Director of the EFI;
- j) “Head of Office” means the Head of the EFI UK office appointed by the EFI;
- k) “Archives of the EFI” includes but is not limited to all records, correspondence, documents, manuscripts, still and moving pictures and films, sound recordings, computer programmes and written materials, video tapes or discs, and discs or tapes containing data belonging to, or held by, the EFI.
- k) “Staff member” means persons under contract employed by the EFI;
- m) “Family members” means individuals where they form part of a Staff member’s household and as set out in standard UK guidance.

## ARTICLE 2

### **Objective of the Agreement**

This Agreement shall be interpreted in the light of the primary objective of enabling the EFI in the UK, to fully and efficiently discharge its responsibilities and fulfil its purposes and functions.

## ARTICLE 3

### **Legal personality**

The EFI shall possess legal personality in the UK. It shall, in particular, have the legal capacity to enter into contracts; to acquire, and dispose of, immovable and movable property, and to institute and be a party to legal proceedings.

## ARTICLE 4

### **Immunity from Jurisdiction and Execution**

1. Within the scope of the Official activities of the EFI, the EFI shall have immunity from jurisdiction and immunity from execution except:
  - a) to the extent that the EFI shall have expressly waived such immunity from jurisdiction or immunity from execution in a particular case;
  - b) in respect of a civil action by a third party for damage arising from an accident caused by a motor vehicle or other means of transport belonging to, or operated on behalf of, the EFI, or in respect of a traffic offence involving such a vehicle;
  - c) in respect of the enforcement of an arbitration award made against the EFI as a result of an express submission to arbitration by or on behalf of the EFI; or
  - d) in respect of any counter-claim directly connected with court proceedings initiated by the EFI.
  
2. Save in respect of a final judgement or arbitral award issued by a court or arbitral tribunal which has jurisdiction over the EFI in accordance with paragraph 1(c) and (d) of this Article, all EFI property and assets, including the Archives, and all claims against the EFI shall, without the express prior agreement of the EFI, wherever located in the UK and by whomsoever held, be immune from any form of seizure, attachment, sequestration, execution, requisition, confiscation, expropriation, freeze, inhibition or any other form of seizure, taking or foreclosure by executive, judicial or legislative action.

## ARTICLE 5

### **Inviolability of the Premises**

1. The Premises of the EFI shall be inviolable. No person having the authority to enter any place under any legal power shall exercise that authority in respect of the Premises unless permission to do so has been given by the Head of Office or by the head of Premises designated by the Head of Office, and acting on the Head of Office'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 Head of Office shall, if so requested by the Head of Office, leave the Premises immediately.
3. All Archives of the EFI shall be inviolable at any time.

4. The EFI shall not 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 UK or against whom an order of extradition or deportation has been issued by the appropriate authorities.
5. The appropriate authorities of the Host Country shall take all appropriate measures to protect the Premises against any intrusion or damage and prevent any disturbance of the peace of the Institute.
6. If the appropriate authorities of the Host Country consider it necessary to protect the interests of the Institute then it shall approach the Institute as rapidly as circumstances allow in order to determine by mutual agreement those measures.

## ARTICLE 6

### **Communications**

1. All official correspondence and communications to or from the EFI, as well as, between the EFI and third parties, by whatever means and in whatever form transmitted or received, shall be immune from censorship and any form of interception or interference.
2. The EFI shall be entitled to use codes and encryption for its official communications. The EFI shall also be entitled to send and receive official correspondence and communications, in any form of data media, including by duly identified courier or in sealed bags.

## ARTICLE 7

### **Public utilities and services in the Premises of the Institute**

1. The Host Country recognises that certain services and support are necessary for the proper and effective operation of the Premises. The Host Country 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 the Institute.
2. In case of complete or partial interruption or threatened interruption of any utility services, the Host Country shall provide information and support to assist with the continuity or resumption of services.

## ARTICLE 8

### **Flag and Emblem**

The EFI shall be entitled to display its flag and emblem on the Premises and on the means of transport of the EFI and of the Head of Office.

## ARTICLE 9

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

1. Within the scope of its Official activities, the EFI shall be exempt from all direct taxation on its assets, property, income, gains, operations and transactions.
2. EFI shall have relief under arrangements made by the Host Country, 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. The EFI shall not be liable for the collection or payment of any tax, due, duty or rates except for the proportion of any rates being charged for specific public services rendered.

## ARTICLE 10

### **Financial facilities**

The EFI may, without being subject to any financial controls, regulations or moratoria:

- (a) receive and hold funds and foreign exchange of all kinds, and operate accounts in all currencies on the territory of the Host Country;
- (b) freely transfer its funds and foreign exchange within the territory of the Host Country, and from its Headquarters or one of its offices to the Host Country and vice versa.

## ARTICLE 11

### **Customs Treatment**

The EFI shall be exempt in the UK from all customs duties, taxes and other levies, and from economic restrictions on imports and exports, on all goods and articles, including motor vehicles, spare parts, publications, which are imported or exported

by the EFI for its Official use, and from any obligation for the payment, withholding or collection of any customs duty. Goods or articles imported into UK by the EFI under such exemptions can be disposed of locally in accordance with applicable laws or administrative regulations.

## ARTICLE 12

### **Co-operation with the Host Country Authorities**

The EFI shall co-operate at all times with the appropriate authorities of the Host Country in order to prevent any abuse of the immunities, privileges, exemptions and facilities provided for in this Agreement.

## ARTICLE 13

### **Security of the Host Country**

The provisions of this Agreement shall not in any way affect the right of the Host Country to take measures it considers useful to safeguard national security or maintain law and order.

## ARTICLE 14

### **Members of the Board and Representatives of Members**

1. Members of the Board of the EFI, and representatives of the Members of EFI, shall enjoy the following privileges and immunities while carrying out Official activities and throughout their journey to or from the place where a meeting is held by the EFI:

- a) immunity from suit and legal process in the UK with respect to things done or omitted to be done in connection with Official activities, even after their mission has been accomplished; this immunity shall not apply in the case of a motor traffic offence committed by a representative nor in the case of damage caused by a motor vehicle belonging to or driven by them;
- b) immunity from inspection or seizure of personal baggage;
- c) inviolability for all official papers and documents;
- d) the same facilities as to repatriation as diplomatic agents in time of international crisis;



- e) be exempt, together with their dependant family members forming part of the household, from immigration restrictions and from registration formalities for the purposes of immigration control, unless they are nationals or permanent residents of the UK.

## ARTICLE 15

### **Director, Head of Office, Staff members and dependant family members**

1. The Director and Staff members who discharge their functions in the UK, shall enjoy the following privileges and immunities:

- a) immunity from jurisdiction and immunity from execution in respect of all acts, performed by them in their official capacity, even after they have left the employment of the EFI; this immunity shall not apply, however, to road traffic offences and damage resulting from a vehicle belonging to or driven by them;
- b) immunity from inspection or seizure of personal baggage;
- c) inviolability for all official papers and documents;
- d) be exempt, together with their dependant family members forming part of the household, from immigration restrictions and from registration formalities for the purposes of immigration control, unless they are nationals or permanent residents of the UK;
- e) the same facilities as to repatriation as diplomatic agents in time of international crisis; members of their families forming part of their households shall enjoy the same facilities.

2. The Head of Office and Staff members assigned to work at the EFI UK Office, shall in addition to what is stated in paragraph 1 enjoy the following privileges and immunities:

- a) unless they are nationals or permanent residents of the UK, have the right, for their personal use or that of their dependant family members forming part of the household, 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 UK duty-free and to the general restrictions applied in the UK to imports and exports;
- b) be exempt from national taxation on the salaries and emoluments paid by EFI (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) unless they are nationals or permanent residents of the UK; this exemption shall not apply to pensions and annuities paid by EFI. Should the EFI wish to put in place an effective internal tax in the future, they should inform the FCDO;

- c) be exempt, together with the Institute, with respect to their employment with EFI, from all compulsory contributions to domestic social security bodies, unless they are nationals or permanent residents of the UK; and from that date of such exemption, they shall also not be entitled to any benefits paid by domestic social security bodies. Should the EFI wish to establish an internal social security scheme in the future, they should inform the FCDO;
- d) be exempt, together with members of their families forming part of their households, from national service obligations, unless they are nationals or permanent residents of the UK.

## ARTICLE 16

### **Purpose of Immunity and Waiver**

1. The privileges, immunities and exemptions accorded in this Agreement are not designed to give any person a personal advantage. They are provided solely to ensure, in all circumstances, the unimpeded functioning of the EFI and the independence of the persons to whom they are accorded.
2. Without prejudice to the privileges and immunities conferred by this Agreement, it is the duty of the EFI and all persons enjoying privileges and immunities to respect the laws and regulations in force in the UK.
3. The Head of Office has the right and the duty to waive such immunities (other than their own) when they consider that such immunities are preventing the carrying out of justice. In respect of the Head of Office, the Director may waive the immunities of the Head of Office.
4. Where immunity is not waived in accordance with this Article, the EFI shall do its best to ensure the satisfactory settlement of disputes involving the EFI or any Staff Member who benefits from immunity under this Agreement.
5. Where a serious offence or repeated minor offences are alleged to have been committed by a Staff Member, and immunity has not been waived in accordance with this Article within a reasonable period of time, the UK may notify the Facility Head of Office, that the aforementioned Staff Member is no longer acceptable. In any such case, the Facility Head shall, as appropriate, either recall the person concerned or terminate their functions with the EFI in the UK.

6. Privileges and immunities accorded to Representatives of Members under Article 14 are provided in order to assure complete independence in the exercise of their functions, and may be waived by the Member concerned.

## ARTICLE 17

### **Settlement of disputes**

1. Any dispute between the Host Country and the EFI concerning the interpretation or application of this Agreement or any question affecting the relations between the Host Country and the EFI which is not settled by negotiation or by some other agreed method shall be referred for final decision to a panel of three arbitrators, to be constituted for each individual case in the following way. Within two months of the receipt of the request for arbitration, the EFI and the Host Country each shall appoint one member of the tribunal. The two members so appointed shall then select a third arbitrator. That third arbitrator shall be President of the tribunal.
2. If within three months from the date of notification of the request for arbitration, the necessary appointments have not been made, either the Host Country or the EFI may, in the absence of any other agreement, invite the Secretary General of the Permanent Court of Arbitration to make the appointments.
3. The decisions of the tribunal shall be final and binding. The tribunal shall adopt its own rules of procedure, and in this respect shall be guided by the Permanent Court of Arbitration's Arbitration Rules 2012.
4. The language to be used in the arbitral proceedings shall be English.

## ARTICLE 18

### **Non responsibility of the Host Country**

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

## ARTICLE 19

### **Amendment**

This Agreement may be amended at the request of either party. Following any

such request, the parties shall jointly examine and agree on appropriate changes to the provisions of this Agreement.

## ARTICLE 20

### **Entry into force**

1. The Host Country and the EFI shall notify each other, through diplomatic channels, of the completion of their procedures for the entry into force of this Agreement. This Agreement shall enter into force on the date of the later of these notifications.

2. This Agreement may be terminated by agreement between the EFI and the Government. In the event of the office of the EFI being moved from the territory of the UK, this Agreement shall, after the period reasonably required for such transfer and the disposal of the property of the EFI in the UK, cease to be in force.

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

Done in two Originals at Helsinki and London on this Nineteenth and Twentieth day of March 2024, in the English language.

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

**RICHARD BEYNON**

**For the European Forest  
Institute:**

**ROBERT MAVSAR**

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