

**HEADQUARTERS AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
EUROPEAN CENTRE FOR MEDIUM-RANGE
WEATHER FORECASTS**

The Government of the United Kingdom of Great Britain and Northern Ireland, on the one hand,

The European Centre for Medium-Range Weather Forecasts, on the other,

Having regard to the Convention establishing the European Centre for Medium-Range Weather Forecasts, signed in Brussels on 11 October 1973¹;

Having regard to the Protocol on the Privileges and Immunities of the Centre annexed to the Convention;

Whereas Article 1(5) of the Convention provides that the headquarters of the Centre shall be situated in the territory of the United Kingdom;

Whereas the Government of the United Kingdom has undertaken to place at the disposal of the Centre the land and buildings necessary for its operation which are provided for by this Agreement;

Desiring to specify the conditions under which the said land and buildings are placed at the disposal of the Centre and the facilities which the Centre will enjoy in the United Kingdom in the conduct of its official activities;

Whereas Article 16 of the Convention provides that the privileges and immunities which the Centre, the representatives of the Member States, the staff and the experts of the Centre enjoy in the territories of the Member States shall be the subject, not only of the Protocol, but also of an Agreement to be concluded between the Centre and the State in whose territory the headquarters of the Centre are located;

Whereas the Council of the Centre, in accordance with Article 6(3)(c) of the Convention, approved the text of this Agreement on 4 November 1975;

Have agreed as follows:

Article 1

Use of terms

In this Agreement

- (a) “Convention” means the Convention establishing the European Centre for Medium-Range Weather Forecasts;
- (b) “Protocol” means the Protocol on the Privileges and Immunities of the European Centre for Medium-Range Weather Forecasts annexed to the Convention;

¹ Treaty Series no. 2 (1976), Cmnd. 6366

- (c) “Centre” means the European Centre for. Medium-Range Weather Forecasts;
- (d) “Government” means the Government of the United Kingdom of Great Britain and Northern Ireland;
- (e) “Council” means the Council of the Centre;
- (f) “Director” means the Director of the Centre;
- (g) “appropriate authorities” means the national, regional or local authorities of the United Kingdom, in accordance with the laws, regulations, administrative provisions and customs of the United Kingdom;
- (h) “headquarters of the Centre” means the headquarters referred to in Article 1(5) of the Convention;
- (i) “premises of the Centre” means the land, buildings and parts of buildings occupied by the Centre for the fulfilment of its official activities;
- (j) “Member State” means a Member State of the Centre as defined in the Convention;
- (k) “representatives” means the two representatives of each Member State, their alternates and their advisers attending meetings of the Council or of the Finance Committee and includes members of the Scientific Advisory Committee when attending meetings of that Committee;
- (l) “staff members” means the Director and persons in the categories determined by the Council under Article 17 of the Protocol, with the exception of those recruited locally and paid at hourly rates.

Article 2

Interpretation

1. This Agreement shall be interpreted in the light of its primary objective of enabling the Centre fully and efficiently to discharge its tasks in the United Kingdom and perform the functions assigned to it by the Convention;
2. Nothing in this Agreement may be interpreted in such a way as to alter the provisions of the Convention or the Protocol.
3. The headings to the Articles of this Agreement are for reference only and are not part of the Articles.

Article 3

Premises

1. Until the Centre can be installed in the buildings referred to in paragraph 3, the Government shall continue to place at the disposal of the Centre, free of charge except for the costs to be borne by the Centre pursuant to paragraph 3 of Part I of the Annex, which forms an integral part of this Agreement, the premises of which the location, description and terms of occupation are set out in Part I of that Annex.
2. If the capacity of the premises referred to in paragraph 1 proves insufficient for the staff requirements of the Centre, either because of a delay in placing at the disposal of the Centre the buildings referred to in paragraph 3, or for other reasons, the Government shall use its best endeavours to provide it with additional or other premises. In the case of delay in placing the buildings referred to in paragraph 3 at the disposal of the Centre, those premises shall be placed at its disposal under the conditions laid down in paragraph 1; in other cases, they shall be placed at its disposal on the basis of an agreement to be concluded between it and the Government.
3. For the permanent installation of the Centre, the Government shall place at the disposal of the Centre, free of charge except for the costs to be borne by the Centre pursuant to paragraph 5 of Part II of the Annex, the land and buildings of which the location and description are set out in Part II of that Annex. The Government shall use its best endeavours to ensure that the Centre can be installed in its permanent premises within approximately three years of the date of entry into force of the Convention.
4. If at a later date the capacity of the buildings referred to in paragraph 3 proves insufficient for the requirements of the Centre, the Government shall, at the request of the Centre, use its best endeavours to facilitate the extension of these buildings or the construction of additional buildings. The resulting costs shall be borne by the Centre.
5. Maintenance work on the premises of the Centre referred to in paragraphs 1, 2 and 3 and the expenditure relating thereto shall be borne by the Government or the Centre in accordance with the principles laid down in the Annex.
6. The premises of the Centre referred to in paragraph 3 shall remain the property of the Government. These premises and the premises referred to in paragraphs 1 and 2 shall be returned to the Government at the end of the period of occupancy, in accordance with the principles laid down in the Annex.
7. The Annex may be amended by agreement between the Government and the Centre.
8. In order to facilitate the application of the Protocol and this Agreement, but not as a condition of their application, the Director shall notify the Government of any occupation of premises other than those referred to in paragraphs 1, 2, 3 and 4 for the conduct of the official activities of the Centre. Where premises are temporarily occupied by the Centre for the conduct of its official activities, such premises shall, with the agreement of the Government, be accorded the status of premises of the Centre.

Article 4

Services

1. Without prejudice to Article 10 of the Protocol, the Government shall use its best endeavours to ensure that the Centre is supplied with the public services necessary for the proper functioning of the Centre, including electricity, water, gas, post, telephone, telex, collection of refuse and fire protection, on terms at least as favourable as those granted to its national meteorological service. In the event of interruption or threatened interruption of any such services, the Government shall take all reasonable steps to ensure that the activities of the Centre are not adversely affected and for this purpose shall accord the Centre the priority given to its national meteorological service in such matters.
2. The Government shall take all appropriate measures to ensure that the Centre is linked, on terms at least as favourable as those granted to its national meteorological service
 - (a) with the nearest Regional Telecommunications Hub on the main trunk circuit if the Centre requires access to information gathered, by the Regional Telecommunications Hub in the United Kingdom and with the German and French 'meteorological services' on the same circuit;
 - (b) with the computer system of the national meteorological service if the Centre requires access to computer-processed or analysed data.

Article 5

Access to computers

1. The Government shall take all necessary measures to facilitate the use by the Centre of the computers attached to its national meteorological service or to any other Government department in the United Kingdom.
2. Provided that the necessary spare capacity is available, the Centre may use such computers at rates covering marginal costs and part of the fixed costs.

Article 6

Inviolability of premises

For the purposes of Article 1 of the Protocol, no service, other than by post, or execution of any legal process or any ancillary act such as the seizure of private property, may be effected within the premises of the Centre except with the express consent of and under conditions approved by the Director.

Article 7

Inviolability of archives

The inviolability conferred by Article 2 of the Protocol shall extend to all records, correspondence, documents, manuscripts, photographs, films and recordings, wherever they may be, belonging to or held by the Centre and to all the information contained therein. The Member States shall, however, have the freest possible access to the meteorological information of the Centre.

Article 8

Protection of the Centre

The appropriate authorities shall take such measures, as they consider necessary for the protection of the premises of the Centre and for the maintenance of order in its vicinity. In addition the appropriate authorities may, at the request of the Director, take such measures inside the premises of the Centre.

Article 9

Inviolability of means of transport

The immunity conferred by Article 3(3) of the Protocol shall extend to the means of transport which the Centre uses in its official activities, including those which it hires or borrows for such purpose. The Centre shall take all necessary measures to ensure that the means of transport used in its official activities may be identified.

Article 10

Flag and emblem

The Centre shall be entitled to display its flag and emblem on its premises, on the means of transport which it uses in its official activities and on the premises and means of transport of its Director.

Article 11

Exemption from taxes and from customs duties

1. For the purposes of Article 4(1) of the Protocol the direct taxes shall include
 - (a) income tax;
 - (b) capital gains tax;
 - (c) corporation tax;
 - (d) municipal rates levied on the premises of the Centre, except for the proportion which, as in the case of diplomatic missions, represents payment for specific services rendered.

2. The municipal rates referred to in paragraph 1 shall be paid by the appropriate authorities and the proportion which represents payment for specific services rendered shall be recovered by them from the Centre;
3. For the purposes of Article 4 (2) and Article 5 of the Protocol, the duties and taxes shall include
 - (a) customs duties, value added tax or other duties or taxes included in the price of hydrocarbon oil purchased by the Centre;
 - (b) excise duty included in the price of spirits of United Kingdom origin purchased in the United Kingdom for the purpose of official entertaining to the extent that such relief is accorded to diplomatic missions. A certificate issued by the Director that any purchase is for the purpose of official entertaining shall be accepted as conclusive;
 - (c) value added tax, including that on expenditure relating to the furnishing of the premises of the Centre or, if it is owned or leased by the Centre, the principal residence of the Director;
 - (d) car tax on motor vehicles purchased by the Centre exclusively for official use.
4. No remission or reimbursement of duties or taxes shall be made in respect of any claim for purchases or services which do not amount in the aggregate to £100 sterling or more.
5. For the purposes of Article 5 of the Protocol, the expression “exempt from all customs duties, taxes and all customs charges” shall be taken to include all import duties and charges.

Article 12

Resale

1. Goods acquired pursuant to Articles 4 and 5 of the Protocol may not be sold, given away, hired out or otherwise change hands in the United Kingdom, whether in return for payment or free of charge, unless the appropriate authorities have been notified beforehand and the relevant duties and taxes paid,
2. The duties and taxes to be paid shall be calculated on the basis of the rate prevailing and the value of the goods on the date on which the goods change hands or are made over to other uses.

Article 13

Communications

Subject to Article 10 of the Protocol, the Centre may employ all appropriate means of communication, including messages in code or cypher. However, the Centre may install and use a radio transmitter only with the consent of the appropriate authorities.

Article 14

Representatives

1. For the purposes of Article 12(d) and (e) of the Protocol, representatives shall enjoy
 - (a) exemption from charges for visas;
 - (b) the same privileges in respect of currency and exchange regulations as are accorded in the United Kingdom to diplomatic agents of the State they represent; if, however, the United Kingdom has no diplomatic relations with that State or if those relations are broken off, the privileges accorded shall not be less than those enjoyed by diplomatic agents of any third State inside or outside the Scheduled Territories, as appropriate;
 - (c) the same customs facilities as regards their personal luggage as are accorded to diplomatic agents.
2. Paragraph 1 of this Article and Article 12 of the Protocol shall be applicable irrespective of the relations existing between the Governments which the persons referred to represent and the Government of the United Kingdom, and are without prejudice to any other privileges and immunities to which such persons may be entitled.
3. The privileges and immunities described in paragraph 1 of this Article and in Article 12 of the Protocol shall not be accorded to any representative of the Government or to any citizen of the United Kingdom and Colonies.

Article 15

Staff members

1. In accordance with Article 13(d), (e), (f) and (g) of the Protocol
 - (a) staff members shall, together with members of their families forming part of their households, enjoy exemption from charges for visas;
 - (b) staff members shall, together with members of their families forming part of their households, enjoy the same facilities as regards repatriation in time of international crisis as are accorded to diplomatic agents;
 - (c) staff members shall, unless they are citizens of the United Kingdom and Colonies, at the time of first taking up a post in the United Kingdom under a contract of at least one year's duration and without prejudice to the general provisions applicable to persons transferring their residence to the United Kingdom, be exempt from customs duties and other charges, except where these constitute mere payment for services rendered, on imports of
 - i) new furniture and new personal effects intended for their establishment or their personal use;

- ii) one or more motor cars acquired by them at least one year earlier on the terms prevailing on the internal market of their last country of residence;
 - iii) one motor car acquired less than one year ago.
2. Such goods shall normally be imported within three months at the latest of confirmation of the appointment of the staff member concerned. An extension of this period may, however, be granted where justified.
3. The privileges referred to in paragraph (c) shall be subject to the conditions governing the disposal of goods imported free of duty into the United Kingdom and the general restrictions applied in the United Kingdom to all imports and exports.

Article 16

Experts

In accordance with Article 14(c) of the Protocol, experts shall enjoy the same privileges in respect of currency and exchange regulations as are accorded in the United Kingdom to diplomatic agents of the State of which they are residents.

Article 17

Notification of appointments, identity cards

1. The Centre shall inform the Government when a staff member or expert takes up or relinquishes his duties. Furthermore, the Centre shall periodically send the Government a list of all the staff members and experts of the Centre. It shall in each case indicate whether or not the person concerned is a citizen of the United Kingdom and Colonies.
2. Having been informed that an individual is to take up his duties as a staff member or expert, the Government shall, at the request of the Centre, issue to the person concerned a card bearing his photograph and stating the nature of his duties. This card shall be accepted by the appropriate authorities as evidence of identity and appointment. The Centre shall return this card to the Government when the person concerned relinquishes his duties.

Article 18

Access by public officials

The appropriate authorities may address reasoned requests to the Director in order that their officials, employees or agents may gain access to the premises of the Centre where this proves necessary for the purposes set out in Article 20(1) of the Protocol. The Director or his duly appointed representative, acting in the spirit of Article 20 of the Protocol, shall decide in each case whether the request is to be met and, where appropriate, shall stipulate the terms and conditions of assent,

Article 19

Refusal of entry, continued residence or departure

If the appropriate authorities refuse entry, continued residence or departure to a representative of a Member State, a staff member or an expert, those authorities shall forthwith inform the Director of the reason for such a refusal.

Article 20

Indemnification

The Centre shall indemnify the Government against

- (a) any loss or damage to any property in the ownership, possession or custody of the Government, and
- (b) any loss incurred by the Government through having to compensate a third party for loss of or damage to the latter's property or for personal injury,

arising from wilful misconduct or negligence in the performance of his duties, or in connection therewith, of a representative, a staff member, an expert or any other person employed by the Centre other than an independent contractor.

Article 21

Insurance

1. The Centre shall be insured at least against risks for which cover is compulsory in the United Kingdom. To this end, an insurance contract shall be concluded with an insurance company carrying on its business in the United Kingdom.
2. The Centre undertakes to request the insertion in this contract of a clause stipulating that any person not a representative, staff member or expert who suffers personal injury or loss or damage for which the Centre is liable under the law of any part of the United Kingdom shall have the right to sue the insurer for damages.

Article 22

Modifications

At the request of the Government or of the Centre, consultations shall take place on the implementation or modification of this Agreement. After approval by the Council under the conditions laid down in Article 6(3)(c) of the Convention, the results of these consultations shall, where necessary, become operative following an exchange of letters between a representative of the Government and the Director.

Article 23

Disputes

If any dispute between the Government and the Centre concerning the interpretation or application of this Agreement or any question affecting the relations between the Government and the Centre 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.

Article 24

Entry into force, duration and termination

1. This Agreement shall enter into force on signature.
2. Except in the cases provided for in paragraph 3, the duration of this Agreement shall be the same as that of the Convention.
3. This Agreement may be terminated by agreement between the Government and the Centre. It shall cease to be in force after a reasonable period for transferring the Centre and disposing of its property in the United Kingdom if the Government denounces the Convention in accordance with the procedure provided for in Article 19 of the Convention or if the headquarters of the Centre are moved outside the United Kingdom.

Done in duplicate at London, this 1st day of March 1977 in English, Dutch, French, German and Italian, all five texts being equally authentic.

Gedaan in twee exemplaren te Londen, de 1ste maart 1977 in de Duitse, de Engelse, de Franse, de Italiaanse en de Nederlandse taal, zijnde de vijf teksten gelijkelijk authentiek.

Fait en double exemplaire à Londres, le 1^{er} mars 1977, en langues allemande, anglaise, française, italienne et néerlandaise, les cinq textes faisant également foi.

Geschehen in zwei Urschriften zu London am 1. März 1977 in deutscher, englischer, französischer, italienischer and niederländischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist.

Fatto in duplice esemplare, a Londra, addì 1° marzo 1977 nelle lingue francese, inglese, italiana, olandese e tedesca, i cinque testi facenti ugualmente fede.

For the Government of the United Kingdom of Great Britain and Northern Ireland:
Voor de Regering van het Verenigd Koninkrijk van Groot-Brittannië en Noord-Ierland:
Pour le gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:
Für die Regierung des Vereinigten Königreichs Großbritannien and Nordirland:
Per il Governo del Regno Unito di Gran Bretagna e Irlanda del Nord:

FRANK JUDD

For the European Centre for Medium-Range Weather Forecasts:
Voor het Europees Centrum voor weervoorspellingen op middellange termijn:
Pour le Centre européen pour les prévisions météorologiques à moyen terme :
Für das Europäische Zentrum für mittelfristige Wettervorhersage:
Per il Centro europeo per le previsioni meteorologiche a medio termine:

A. WIIN-NIELSEN

Part I**Premises for the temporary installation of the Centre**

1. The premises for the temporary installation of the Centre consist of a set of offices with an area of 776 m² on the 4th and 5th floors of Fitzwilliam House, Skimped Hill, Bracknell, Berkshire. Access thereto shall be provided through the entrance hall, lifts and staircases.
2. The Government shall provide free of charge:
 - (a) removable internal partitions installed in the premises in accordance with requirements of the Centre;
 - (b) a suitable number of telephone points, heating units light fittings and power points;
 - (c) security and fire-fighting equipment;
 - (d) two parking spaces adjacent to Fitzwilliam House for the exclusive use of the Centre's two official vehicles;
 - (e) a suitable number of parking spaces for the vehicles of the Centre's staff and visitors.
3. The Centre shall be responsible for:
 - (a) the cleaning of the premises and the day-to-day maintenance of the interior of the premises including replacement and repair of light fittings, door handles and hinges and replacement of glass in any windows, partitioning and doors;
 - (b) the repair of any damage to the interior of the premises including the doors and plaster work which is caused by anything done in the premises which is not a reasonable use of the premises;
 - (c) payment of 20% of the service charge payable in respect of the whole of the building of which the premises form part;
 - (d) the costs and fixed charges arising from the supply and use of public utilities, including telephone and telex.

It shall be the responsibility of the Government to ensure that all other costs and expenses relating to the maintenance and repair of the premises are met.
4. The Centre shall allow authorized officers of the Government access to the premises, on receipt of reasonable advance notice.
5. Upon moving into the buildings referred to in Part II of this Annex, the Centre shall vacate the premises referred to in paragraph 1, and hand them back to the Government in a clean and tidy condition, any damage caused to these premises to be made good at the expense of the Centre, except such as is caused by normal wear and tear.

6. All costs of removal and reinstallation in the buildings referred to in Part II of this Annex shall be borne by the Centre.
7. The detailed terms of occupation of the premises referred to in paragraph 1 shall be set out in a supplementary agreement to be entered into between the Government and the Centre.

Part II

Premises for the permanent installation of the Centre

1. The Centre shall be permanently installed on the site comprising an area of approximately 2 hectares at Shinfield Park, near Reading, Berkshire, and shown in pink on the plan attached hereto¹.
2. The Government shall construct a building of a total floor area of up to 6,300m², with access roads and ancillary buildings, to meet the requirements of the Centre, as agreed between the Centre and the Government, and to the normal standards employed by the Government for buildings for office use and other specialised uses.

Insofar as design and capacity permit provision shall be made within such a building or within the boundaries of the site, as appropriate, for

- (a) working accommodation for up to 145 permanent staff plus up to 10 visiting scientists (thus allowing at the beginning for an expansion of working accommodation beyond the initial total of 126 staff). These figures are inclusive of staff who would be employed in the facilities referred to in (b), (c) and (d);
- (b) a computer suite to include an operations/briefing room with an adequate electrical power supply provided to socket outlets and with environmental controls, including air conditioning, to meet the needs of the computer selected;
- (c) a telecommunications suite with ancillary facilities;
- (d) a library and space for reproduction and pre-publication equipment;
- (e) a conference room for 50 delegates and for up to 50 support staff with 6 soundproof booths for interpreters and technicians. This or other accommodation should be able to double as a small dining room for the entertainment of important visitors;
- (f) a lecture theatre with tiered seating for approximately 125 including a projection room and space for interpretation equipment;
- (g) a class-room and working area;
- (h) a restaurant for staff and conference delegates;
- (i) a reception, waiting and display area at the entrance to the main building;
- (j) accommodation for shift staff, including a rest room and kitchen facilities;
- (k) all ancillary accommodation necessary to support the operation of the Centre including a telephone exchange, storage accommodation, garage for the Centre's vehicles and open car park;

¹ Plan currently revised. Will be attached later.

- (l) connections to all mains services;
 - (m) an emergency power supply for an estimated 1,800 kW suitable for the essential operations of the Centre (to be located outside the main building);
 - (n) lighting, telephone and power points, and security and fire-fighting equipment;
 - (o) adequate fencing and landscaping.
3. The design of the buildings shall take account of environmental standards and the security and flexibility necessary for the operation of the Centre, including wherever practicable removable internal partitions.
 4. The final sketch plans for the building shall be agreed between the Government and the Centre.
 5. The Government shall be responsible for external maintenance (other than replacement of the glass in the windows and doors of the buildings) and structural repairs for a period of twenty years from, the occupation by the Centre of the buildings, provided that during this period the Centre shall at its own expense insure the buildings against fire and such other risks as may be agreed with the Government. The Centre shall be responsible for all other repair and maintenance responsibilities throughout the period of occupation by the Centre. Particulars of these obligations will be set out in the supplementary agreement referred to in paragraph 6.
 6. The detailed terms of occupation of the premises of the Centre shall be set out in a supplementary agreement to be entered into between the Government and the Centre.

**SCHEDULE OF TERMS OF OCCUPATION OF PREMISES AT SHINFIELD PARK,
BERKSHIRE, BY THE EUROPEAN CENTRE
FOR MEDIUM-RANGE WEATHER FORECASTS**

Dated the 24th day of September one thousand nine hundred and eighty-four.

Clause 1

This Agreement is made in furtherance of and is supplementary to an Agreement known as the "Headquarters Agreement" made between the Government of the United Kingdom of Great Britain and Northern Ireland and the European Centre for Medium-Range Weather Forecasts.

Clause 2

The Secretary of State for the Environment for and on behalf of Her Majesty (hereinafter called the "Owner") hereby consents to the use and occupation of premises situated at Shinfield Park in the Parish of Shinfield in the County of Berkshire, and more particularly described in Part II of the Annex to the Headquarters Agreement. ALL OF WHICH premises are delineated on the plan hereto attached by the European Centre for Medium-Range Weather Forecasts (hereinafter called "the occupier") for the purposes of Medium-Range Weather Forecasting and all other purposes and functions allocated to the Occupier by its governing Council.

WITNESSETH as follows:

Clause 3

In these presents whenever the context so admits the following expressions shall have the meanings hereby assigned to them namely:

- (1) "Demised premises" shall mean all and singular the premises described herein and any permitted alterations or additions thereto together with all fixtures in the nature of the owners' fixtures which are now or at any time thereafter may be affixed thereto or there upon.
- (2) "Insured risks" means the following risks to be included in any policy of insurance effected under the terms of these presents namely: Risks in respect of loss or damage by fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, earthquake, riot and civil commotion, storm, tempest, flood, subsidence impact by road vehicles in the full rebuilding costs of the demised premises including architects, surveyors and other professional fees and the cost of demolition and clearance of debris and incidental expenses consequent upon rebuilding or reinstating such costs being estimated annually by the Owner.
- (3) "Planning Acts" means the Town and Country Planning Acts 1971 to 1974, the Town and Country Planning (Amendment) Act 1977 and the Local Government Planning and Land Act 1980 and any statutory modification or re-enactment thereof for the time being in force in any order, instrument plan, regulation permission and direction made or issued thereunder or deriving validity therefrom.

- (4) Words importing the masculine gender only shall include the feminine gender and vice versa.
- (5) Words importing the singular number only shall include the plural number and vice versa.
- (6) Words importing persons shall include corporations and vice versa.

Clause 4

The period of occupation (hereinafter called “the said term”) by the Occupier shall be from the thirteenth day of June One thousand nine hundred and seventy-nine for a term of years and until the Centre shall be dissolved in accordance with the provisions of Article 21 of its Convention or transferred from the United Kingdom under the provisions of Article 24.3 of the Agreement known as the Headquarters Agreement.

Clause 5

Subject to and without prejudice to the protocol contained in the establishing convention the Occupier hereby covenants with the Owner as follows:

- (1) To pay and discharge all rates, taxes and outgoings payable in respect of the demised premises except those outgoings from which the tenant is exempted under its Convention and Headquarters Agreement.
- (2) To pay all charges payable in respect of electricity, water, gas and other services used or consumed on the demised premises directly to the supply authorities.
- (3) To use the demised premises only for the purpose of Headquarters premises for the Occupier and for such other purposes with the provisions of its Convention and the Headquarters Agreement as may be amended as its governing Council may decide.
- (4) From time to time and at all times during the said term excepting always as provided in Clause 6 of this Agreement and Article 5 of Part II of the Annex to the Headquarters Agreement, well and substantially to repair, decorate and when necessary to renew (with such articles as may be necessary in order to maintain the original quality) and clean the demised premises including the roofs, foundations and all structural parts thereof and to keep the same in good and substantial repair and condition together with all additions thereto including (without prejudice to the foregoing) all glass in the windows, doors and other lights of the demised premises and all Owners fixtures, fittings and appurtenances of whatsoever nature thereunto belonging (excepting always technical and other equipment owned by the Occupier) and all sewers, drains, soil and other pipes and sanitary, water, gas and electric pipes, cables, wires and apparatus serving the demised premises.
- (5) To insure the demised premises in the joint names of the Owner and the Occupier against the insured risks in any reputable insurance company and in a sum not less than the cost of replacement thereof from time to time and in the event of total destruction plus Architects, Engineers and Surveyors’ fees and all other professional fees which might be incurred in the rebuilding or reconstruction of the demised premises and to produce to the Owner at

reasonable intervals not being more than 12 months apart the receipt for the last premium and (if requested by the Owner) the policy document.

- (6) To indemnify the Owner against any claims, proceedings or demands and the costs and expenses incurred thereby which may be brought against the Owner by any servants, work people, agents or visitors of the Occupier or any other third parties (other than servants, work people, agents or visitors of the Owner) in respect of any accident, loss or damage whatsoever to personal property howsoever caused or occurring in or upon the demised premises or arising out of operation or failure of any plant or machinery herein.
- (7) Not to make any alterations or additions affecting the structure or main service structure or main services of the demised premises or the external appearance thereof without first obtaining the written approval of the Owner to the plans and specifications thereof (such consent not to be unreasonably withheld) and also any necessary planning approval required under the Planning Acts and all other requisite permissions and to make such alterations in strict conformity with such plans and specifications and planning approval and permissions provided always that the Occupier may erect partitions and carry out any other non-structural works in the demised premises and remove or alter the position of any internal division walls (not being main structural walls) and partitions or to the internal fittings of the demised premises.
- (8) Not to assign, underlet, charge or otherwise part with possession of the whole or any part of the demised premises.
- (9) To pay a fair proportion of the cost of repairing and keeping repaired and in good and substantial order the sewer extension shown by a brown line on the said plan up to the point marked "X" on the said plan.
- (10) Subject to the provisions of the Agreement known as the Headquarters Agreement, to permit the Owners or the Owners' Surveyor, Agents and such workmen as may be authorised by them upon reasonable prior, written notice (except in the case of emergency) at convenient times and as often as may be necessary in every year to enter the demised premises and examine the state of repair and condition thereof and check and take inventories of the Owners' fittings, fixtures and equipment. The Occupier further covenants to seek the advice of the Owner on the remedial work to be undertaken at least once in every three years and in the last year of the term howsoever terminated. The Occupier further covenants to provide the Owner with a certificate of proper completion of the remedial work undertaken and a statement of that not undertaken.
- (11) Subject to the provisions of the Agreement known as the Headquarters Agreement and with due allowance for fair wear and tear to return to the Owner at the end of the period of occupancy determined by the governing Council at the time when it is determined to dissolve the Centre, the demised premises in good and substantial conditions together with all fixtures, fittings, improvements and additions which now are or may be at any time hereafter be in or about the demised premises (except the Occupiers' fixtures and fittings and any additional buildings which the Occupier may have erected with the Owners consent) and in case any of the Owners fixtures and fittings shall be missing, broken, damaged or destroyed forthwith to replace them with others of a similar character and of equal quality.

Clause 6

The Owner hereby covenants with the Occupier as follows:

- (1) Until the expiration of twenty years² from the date of occupation to repair, redecorate and otherwise maintain all the external parts of any Buildings including structural defects (save and excepting the glass thereof) upon the premises together with roads, paths, parking areas, external lighting, drains and sewers provided by the Owner.
- (2) In the event of the premises being damaged or destroyed by any of the insured risks and on the insurance monies being paid by the Occupier to the Owner to reinstate or rebuild the same with all convenient speed.
- (3) At the end, or sooner determination of the period of occupation above referred to, the owner will pay to the Occupier a sum equivalent to the difference between the value of the premises with any additions and new buildings erected thereon by the Occupier and the value of the premises without the same.

Clause 7

It is hereby agreed that any and every dispute or difference which shall at any time arise between the Owner and the Occupier concerning this Agreement, and which cannot amicably be resolved shall, in the first instance be referred to the arbitration of a single arbitrator (not acting as an expert) acceptable to the Owner and to the Occupier. Failing agreement between the parties hereto recourse shall be had to the procedure laid down in Article 17 of the Convention and Article 23 of the Headquarters Agreement.

Signed by JOHN WALTON HARCOURT for and on behalf of the Secretary of State for the Environment.

² In June 1999 the United Kingdom Government confirmed that the "Schedule of Terms of Occupation" had been extended for a further term of 20 years

**EXCHANGE OF NOTES AMENDING THE HEADQUARTERS AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND AND THE EUROPEAN CENTRE
FOR MEDIUM-RANGE WEATHER FORECASTS**

No. 1

The Secretary of State for Foreign and Commonwealth Affairs to the Director of the European Centre for Medium-Range Weather Forecasts

Foreign and Commonwealth Office
London

11 July 1997

1. I have the honour to refer to the Agreement between the Government of the United Kingdom and Northern Ireland and the European Centre for Medium-Range Weather Forecasts regarding the Headquarters of the Centre, signed at London on 1 March 1977³ (hereinafter referred to as “the Agreement”).
2. I now have the honour to propose that Article 11 of the Agreement be amended as follows:

At the end of paragraph 3 add “(e) Insurance Premium Tax and Air Passenger Duty paid by the Centre in the exercise of its official activities.”
3. If the foregoing proposal is acceptable to the European Centre for Medium-Range Weather Forecasts, I have the honour to propose that this note, together with your reply in that sense, shall constitute an Agreement between the Government of the United Kingdom⁴ and Northern Ireland and the European Centre for Medium-Range Weather Forecasts which shall enter into force on the date on which the United Kingdom legislation giving effect to the amendment comes into force.

R.S. Gorham
(for the Secretary of State)

³ Treaty series No. 49 (1977) Cmnd 6842

⁴ The words “of Great Britain” were omitted from the original United Kingdom note in error

No. 2

The Director of the European Centre for Medium-Range Weather Forecasts to the Secretary of State for Foreign and Commonwealth Affairs

Reading
28 July 1997

I have the honour to refer to your Note of 11 July 1997 which reads as follows:

[As in No. 1]

I have the honour to inform you that the foregoing proposal is acceptable to the European Centre for Medium-Range Weather Forecasts, who therefore agree that the Note and the present reply shall constitute an Agreement between the Organisation and your Government which shall enter into force on the date on which the United Kingdom legislation giving effect to the amendments comes into force.

I have the honour to convey to you, Sir, the assurance of my highest consideration.

David Burridge
Director