



## THE EUROPEAN JOINT UNDERTAKING FOR ITER AND THE DEVELOPMENT OF FUSION ENERGY

### DECISION OF THE GOVERNING BOARD OF THE EUROPEAN JOINT UNDERTAKING FOR ITER AND THE DEVELOPMENT OF FUSION ENERGY APPROVING THE HOST AGREEMENT BETWEEN THE JOINT UNDERTAKING AND THE KINGDOM OF SPAIN

Having regard to Council Decision (Euratom) No 198/2007<sup>1</sup> of 27/03/2007 establishing the European Joint Undertaking for ITER and the Development of Fusion Energy (hereinafter "the Joint Undertaking") and conferring advantages upon it and in particular to Article 11 thereof (hereinafter "Decision No 198/2007"),

Having regard to the Statutes annexed to Decision No 198/2007, and in particular to Article 6(3)(1) and Article 18 thereof,

Whereas:

- (1) A host agreement should be concluded between the Joint Undertaking and the Kingdom of Spain, as the host State, within three months from the establishment of the former concerning, in particular, the site and support to be provided,

THE GOVERNING BOARD OF THE JOINT UNDERTAKING HAS ADOPTED THIS  
DECISION:

#### *Article 1*

The host agreement to be concluded between the Joint Undertaking and the Kingdom of Spain annexed to this decision is hereby approved.

#### *Article 2*

The Commissioner for Science and Research of the European Commission, or the Director General of the Directorate for Research of the European Commission or his delegate, shall be empowered to conclude on behalf of the Joint Undertaking the host agreement between the Joint Undertaking and the Kingdom of Spain.

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<sup>1</sup> OJ L 90, 30.03.2007, p. 58.

*Article 3*

This Decision shall have immediate effect.

Done at Barcelona, 28 June 2007

For the Governing Board

A handwritten signature in black ink, appearing to read 'Pablo F. Ruiz', written over a horizontal line.

**Pablo Fernández Ruiz**

Chair of the Governing Board

**ANNEX**

**HOST AGREEMENT ON SITE AND SUPPORT, PRIVILEGES AND IMMUNITIES BETWEEN THE KINGDOM OF SPAIN AND THE EUROPEAN JOINT UNDERTAKING FOR ITER AND THE DEVELOPMENT OF FUSION ENERGY**

THE KINGDOM OF SPAIN as a Host State (hereinafter referred as “Spain”), and

THE EUROPEAN JOINT UNDERTAKING FOR ITER AND THE DEVELOPMENT OF FUSION ENERGY “FUSION FOR ENERGY” (hereinafter referred as “the Joint Undertaking”),

hereinafter referred to together as “the Parties”

HAVING REGARD to Council Decision 2007/198/Euratom of 27 March 2007 establishing the European Joint Undertaking for ITER and the Development of Fusion Energy and conferring advantages upon it<sup>2</sup> (hereinafter referred as “Decision 2007/198/Euratom”),

WHEREAS Article 1 of Decision 2007/198/Euratom states that the seat of the Joint Undertaking should be in Barcelona in Spain and Article 11 thereof provides for the conclusion of a Host agreement between Spain and the Joint Undertaking,

WHEREAS Article 7 of Decision 2007/198/Euratom also states that the Protocol on the Privileges and Immunities of the European Communities (hereinafter “the Protocol on Privileges and Immunities”) should apply to the Joint Undertaking, its Director and staff and Article 8 of Decision 2007/198/Euratom provides for the conferment on the Joint Undertaking by the Member States of all the advantages provided for in Annex III to the Euratom Treaty,

INTENDING to specify the means for effective collaboration and support by Spain which are essential for the successful and effective operation of the Joint Undertaking and the implementation of its tasks,

WISHING to conclude an Agreement governing the legal status of the Joint Undertaking in Spain, the premises of the Joint Undertaking, the privileges and immunities, exemptions, facilities and other support conferred by Spain on the Joint Undertaking, its Director, the staff and the representatives of the Members of the Joint Undertaking and to guarantee the exercise of its functions and physical protection,

HAVE AGREED AS FOLLOWS:

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<sup>2</sup> OJ L 90, 30.3.2007, p.58.

*Article 1*

**Subject matter**

This Agreement sets out the terms under which Spain shall provide premises and other support to the Joint Undertaking and shall confer privileges, immunities and other advantages on the Joint Undertaking, its Director and staff.

*Article 2*

**Legal Status**

The Joint Undertaking shall be considered as an international organisation within the meaning of Article 151(1) (b) of Council Directive 2006/112/EC<sup>3</sup>, the second indent of Article 23(1) of Council Directive 92/12/EEC<sup>4</sup>, Article 22 (c) of Directive 2004/17/EC of the European Parliament and of the Council<sup>5</sup> and Article 15 (c) of Directive 2004/18/EC of the European Parliament and of the Council<sup>6</sup>. Spain shall grant to the Joint Undertaking the same treatment as accorded to any international organisation with its seat in Spanish territory, in conformity with this Agreement.

*Article 3*

**Premises of the Joint Undertaking**

1. Spain shall provide the premises and use thereof to the Joint Undertaking free of charge for the duration of this Agreement. The Joint Undertaking shall have an exclusive right to use the premises.
2. The premises shall be provided in full working condition for the purposes for which the Joint Undertaking will use them and in conformity with the normal standards applicable in Spain.
3. The Joint Undertaking shall bear the costs of usual maintenance of the premises in accordance with Annex A.
4. Spain shall bear the costs related to the maintenance of the premises other than the costs referred in paragraph 3 and shall bear the costs which, under the relevant Spanish regulations, usually accrue to the owner of a building.

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<sup>3</sup> OJ L 347, 11.12.2006, p. 1. Directive as last amended by Directive 2006/138/EC (OJ L 384, 29.12.2006, p. 92).

<sup>4</sup> OJ L 76, 23.3.1992, p. 1. Directive as last amended by Directive 2004/106/EC (OJ L 359, 4.12.2004, p. 30).

<sup>5</sup> OJ L 134, 30.04.2004, p.1. Directive as last amended by Directive 2006/97/EC (OJ L 363, 20.12.2006, p.107).

<sup>6</sup> OJ L 134, 30.4.2004, p. 114. Directive as last amended by Directive 2006/97/EC.

5. The location and condition of the premises, the services and other items related to the use and maintenance of the premises for which the Parties shall bear both the capital costs and the connected risks shall be agreed by the Parties based on the conditions set out in Annex A.
6. Spain shall make available to the Joint Undertaking any other facility which may be necessary for the fulfilment of its official activities, free of charge.
7. Pending the availability of the premises referred to in this Article, Spain shall make temporary facilities available, under the same conditions and free of charge, in accordance with Annex B.

#### *Article 4*

##### **Advantages conferred on the Joint Undertaking**

Spain shall confer on the Joint Undertaking all the advantages provided for in Annex III to the Euratom Treaty, for as long as the Joint Undertaking exists, as follows:

- (a) recognition that public interest status in conformity with the national laws applies to the acquisition of immovable property required for the establishment of the Joint Undertaking;
- (b) application of national procedures for compulsory acquisition on the grounds of public interest, so that such acquisition may be effected where amicable agreement has not been reached;
- (c) the right to be granted licenses, either through arbitration or under compulsory powers as provided for in Articles 17 to 23 of the Euratom Treaty;
- (d) exemption from all duties and charges when the Joint Undertaking is established and from all duties on assets contributed;
- (e) exemption from all duties and charges levied upon acquisition of immovable property and from all registration and recording charges;
- (f) exemption from all direct taxes to which the Joint Undertaking, its property, assets and revenue might otherwise be liable;
- (g) exemption from all customs duties and charges having equivalent effect and from all prohibitions and restrictions on imports or exports, whether of an economic or of a fiscal nature, with regard to:
  - (i) scientific and technical equipment, excluding building materials and equipment for administrative purposes;
  - (ii) substances which have been processed or are to be processed in the Joint Undertaking;

- (h) exchange arrangements provided for in Article 182(6) of the Euratom Treaty;
- (i) exemption from restrictions on entry and residence for the Director and the staff of the Joint Undertaking and for their spouses and dependent members of their families.

*Article 5*

**Protocol on the Privileges and Immunities**

Spain shall apply the Protocol on the Privileges and Immunities to the Joint Undertaking, its Director, its staff and the representatives of the Members of the Joint Undertaking in conformity with an Agreement between Spain and the Commission of the European Communities on provisions for application of that Protocol, done "ad referendum" in Brussels on 24 July 1996 and 2 October 1996.

*Article 6*

**Privileges and immunities conferred on the Joint Undertaking**

In conformity with and in addition to the privileges and immunities referred to in Article 5 and the advantages referred to in Article 4, the Joint Undertaking shall enjoy the privileges, immunities, exemptions and facilities, as set out in Articles 7 to 14.

*Article 7*

**Inviolability**

1. The premises of the Joint Undertaking, including parts of buildings and land which are part of the premises, shall be inviolable, irrespective of ownership. No official of the Spanish authorities shall enter the premises of the Joint Undertaking without the prior approval of the Director of the Joint Undertaking or his authorised representative. Such approval shall be presumed in case of fire or other disasters which could constitute a danger for public health and safety.
2. The archives of the Joint Undertaking, its official correspondence and, any document pertaining to it or being under its possession and intended for its official use shall be inviolable.
3. Spain shall take all appropriate steps to ensure the protection of the Joint Undertaking's premises. Upon request by the Director of the Joint Undertaking, Spain shall supply the necessary support for the maintenance of order within the premises.

4. The Joint Undertaking shall not allow its premises to be used as a refuge for persons sought for the purposes of execution of a decision of a criminal court, for persons pursued as presumed criminals or for persons in respect of whom the Spanish authorities have issued a legal order or an order for detention or expulsion.

#### *Article 8*

##### **Immunity from jurisdiction and execution**

1. The Joint Undertaking shall enjoy immunity from criminal, civil or administrative jurisdiction and execution, except if it expressly waives such immunity in a particular case.
2. The Joint Undertaking shall not enjoy immunity in respect of civil actions by a third party for damage arising from an accident caused by a motor vehicle belonging to, or operated on behalf of, the Joint Undertaking, or in respect of a motor traffic offence involving such a vehicle.
3. The property and assets of the Joint Undertaking shall be immune in Spain from any form of requisition, confiscation, expropriation and other compulsory executive measure of administrative, juridical or legal nature.
4. The inclusion of a clause in a contract signed by the Joint Undertaking providing for the jurisdiction of Spanish courts shall be considered as formal waiver of immunity. However, in the absence of an express provision to the contrary, such waiver shall not apply in respect of execution measures.
5. The initiation by the Joint Undertaking of legal proceedings shall result in the waiver of its immunity in the event of reconvention.

#### *Article 9*

##### **Communications**

1. Spain shall accord the Joint Undertaking the same treatment as accorded to diplomatic missions in respect of its official communications, in particular with regard to priority, tariffs and postal taxes, telephonic and telegraphic communications and other means of electronic communication.
2. The Joint Undertaking shall be entitled to use codes in its official communications, as well as to dispatch and receive its correspondence by couriers or in sealed bags duly identified, which shall enjoy the same privileges and immunities as diplomatic couriers and sealed bags.
3. The correspondence and other official communications of the Joint Undertaking shall not be subject to censorship.

4. In case of “*force majeure*” leading to a total or partial interruption of communications, the Joint Undertaking shall enjoy the same priority treatment as accorded to the Spanish Administration.

*Article 10*

**Public services**

Spain shall facilitate the use by the Joint Undertaking of all necessary public services and accord reductions in tariffs, regardless of their nature, under the same conditions as accorded to the Spanish Administration.

In case of interruption or risk of interruption of any of these services, the Joint Undertaking shall enjoy the same priority treatment as is accorded to the Spanish Administration, in order to enable it to fulfil its official activities.

*Article 11*

**Publications**

The Joint Undertaking shall be exempt from all customs duties and prohibitions and restrictions on import and exports in respect of its publications.

*Article 12*

**Fiscal and customs treatment**

1. Without prejudice to the application of the Protocol on Privileges and Immunities as referred to in Article 5, the Joint Undertaking, its assets, revenues and other property as well as loans and payments shall be exempt from all taxes, charges and other fiscal duties levied by Spain, its regions, provinces and municipalities. The Joint Undertaking shall be also exempt from the duties and taxes corresponding to registers and mortgages.
2. The Joint Undertaking shall be exempt from all customs duties and charges having equivalent effect and all related taxes, prohibitions and restrictions, whether of an economic or fiscal nature, on imports and exports in respect of goods intended for official use.
3. Paragraph 1 shall not apply to taxes and duties which amount merely to charges for public utility services.
4. Goods acquired or imported by the Joint Undertaking which benefit from the additional exemptions provided for in paragraphs 1 and 2 shall be disposed of, whether or not in return for payment, in the territory of Spain in accordance with



the procedures laid down in Spanish regulations applicable to international organisations with their seat in Spanish territory.

5. The Parties shall agree specific rules applicable to the acquisition of a sufficient number of vehicles for the official use of the Joint Undertaking.
6. Those vehicles shall not be put at the disposal of any third party in Spain within one year after the date of the franchised import, except in the event of serious damage to the vehicle or if the vehicle becomes unusable.

### *Article 13*

#### **Social security scheme**

1. The Joint Undertaking shall be exempt from all compulsory contributions to national or regional social security bodies, such as compensation funds, unemployment insurance funds, accident insurance and others.
2. When applicable, the Joint Undertaking shall cooperate closely with the Spanish authorities in order to facilitate the voluntary participation of its staff in the Spanish social security scheme.

### *Article 14*

#### **Free disposal of funds**

For the fulfilment of its official activities the Joint Undertaking may hold funds, loans or foreign exchange of every kind, and operate accounts in any currency. The Joint Undertaking may also receive and transfer freely its funds or foreign exchange, and convert the foreign exchange under its ownership to any other currency.

### *Article 15*

#### **Entry and stay**

1. Spain shall take all appropriate measures to facilitate the entry into, stay in and exit from Spanish territory of the Director, the staff, the representatives of the Members of the Joint Undertaking, the advisers and technical experts of the latter as well as the members of the family forming part of their household, irrespective of nationality.
2. Spain shall apply the measures referred to in paragraph 1 to any other person who, in the performance of his duties, has a right to access to the site of the Joint Undertaking

3. Visas, when needed by the persons referred to in paragraphs 1 and 2, shall be granted without delay and without fee.
4. Persons referred to in paragraphs 1 and 2 shall be exempt from all immigration restrictions and formalities provided for in the relevant Spanish regulations with respect to registration of aliens, residence and work permits.
5. The Joint Undertaking shall notify the Ministry of Foreign Affairs of:
  - (a) the appointment of its Director and members of its staff, indicating grade or type of function, and the date on which their employment in the Joint Undertaking is due to end;
  - (b) the arrival in or definitive departure from Spain of its Director, its staff as well as the members of the family forming part of their households and when a person becomes or ceases to be such a member of the family, indicating in each case the date of birth, nationality and place of residence in Spain.
6. The Ministry of Foreign Affairs shall supply a special personal Identity Card to the Director and each member of the staff of the Joint Undertaking, as well as to the members of the family forming part of their household. The Identity Card shall serve as a residence permit and as a work permit. The Identity Card shall be used for identification purposes when required by Spanish authorities.
7. For the purpose of this Agreement, the expression “the members of the family forming part of the household” means:
  - (a) the spouse;
  - (b) a stable non-marital partner, under the conditions laid down in Article 1(2)(c) of Annex VII to the Staff Regulations of Officials and Conditions of Employment of Other Servants of the European Communities laid down by Council Regulation (EEC, Euratom, ECSC) No 259/68<sup>7</sup> (hereinafter referred as “Staff Regulations of the European Communities”);
  - (c) a dependent child, as defined in Article 2(2) of Annex VII to the Staff Regulations of the European Communities;
  - (d) any person whom the Director, a member of the staff or a representative of a Members of the Joint Undertaking has a legal responsibility to maintain and whose maintenance involves heavy expenditure under the conditions set out in Article 2(4) of Annex VII to the Staff Regulations of the European Communities.
8. Spain reserves the right to take all necessary measures necessary in the interest of its national security.

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<sup>7</sup> OJ L 56, 4.3.1968, p. 1. Regulation as last amended by Regulation (EC, Euratom) No 1895/2006 (OJ L 397, 30.12.2006 p. 6)

*Article 16*

**Privileges and Immunities conferred on the Director of the Joint Undertaking**

1. In conformity with and in addition to the privileges and immunities referred to in Article 5, the Director and, when the office is vacant, the person appointed to act in his place, shall, irrespective of nationality, enjoy the privileges, immunities, exemptions and facilities granted to Heads of diplomatic missions in Spain.
2. The members of the family forming part of the household of the Director or the person appointed to act in his place and not exercising any remunerative activity shall enjoy the same privileges, immunities, exemptions and facilities.
3. The privileges, immunities, exemptions and advantages provided for in paragraph 1 shall not apply:
  - (a) in respect of a motor traffic offence, nor in respect of damage caused by a motor vehicle belonging to or driven by the Director or person appointed to act in his place, or by a member of the family forming part of their household;
  - (b) to acts subject to criminal or civil jurisdiction, committed by the Director or person appointed to act in his place outside the performance of their duties, or by a member of the family forming part of their household.

*Article 17*

**Privileges and Immunities conferred on the Staff of the Joint Undertaking**

1. In conformity with and in addition to the privileges and immunities referred to in Article 5, the staff of the Joint Undertaking, as well as the members of the family forming part of their household and not exercising any remunerative activity, shall, irrespective of nationality, enjoy the following privileges, immunities, exemptions and facilities:
  - (a) immunity from arrest and detention and immunity from jurisdiction with respect to the words uttered, texts produced or other actions carried out in the exercise of their official duties, even once they are no longer active staff of the Joint Undertaking;
  - (b) exemption from any national, regional or municipal tax over the salaries, emoluments and benefits received from the Joint Undertaking or on its behalf, including the benefits in the case of sickness, accident, pensions and unemployment, and exemption from all compulsory contributions to the Spanish social security scheme.
2. Members of the staff of the Joint Undertaking shall enjoy the right to import, free of duty and without prohibition or restriction, their furniture and personal effects, including a motor vehicle for personal use, from the country of their last

residence or from the country of which they are nationals, during a period of one year from the date of first taking up their duties with the Joint Undertaking,

3. Members of the staff of the Joint Undertaking shall have the right to export their furniture and personal effects, including a motor vehicle for personal use, without prohibition or restriction, during a period of one year from the date of ceasing their duties with the Joint Undertaking.
4. Members of the staff of the Joint Undertaking, who are not permanently resident in Spain at the date of taking up their duties with the Joint Undertaking, shall have the right to acquire furniture and personal effects for a period of one year from the date of taking up their duties with the Joint Undertaking and a motor vehicle for personal use without payment of taxes and duties for the duration of their stay in Spain.
5. The privileges, immunities, exemptions and advantages provided for in this Article shall not apply:
  - (a) in respect of a motor traffic offence, nor in respect of damage caused by a motor vehicle belonging to or driven by those persons;
  - (b) to acts subject to criminal or civil jurisdiction, committed by such persons outside the performance of their duties.

#### *Article 18*

#### **Privileges and Immunities conferred on the Representatives of the Members of the Joint Undertaking**

1. In conformity with and in addition to the privileges and immunities referred to in Article 5, the representatives of the Members of the Joint Undertaking, their advisers and technical experts taking part in a meeting of the Joint Undertaking shall enjoy personal inviolability and immunity from jurisdiction related to actions carried out during the performance of their official duties and during their journey to and from the place of the meeting.
2. The privileges, immunities, exemptions and advantages provided for in this Article shall not apply:
  - (a) in respect of a motor traffic offence, nor in respect of damage caused by a motor vehicle belonging to or driven by those persons;
  - (b) to acts subject to criminal or civil jurisdiction, committed by such persons outside the performance of their duties.

*Article 19*

**Other Support to the Joint Undertaking**

1. Spain shall provide a Liaison office to ensure the effective provision of the support and services covered by this Agreement and effective cooperation between the Parties.
2. Spain shall, upon request of the Joint Undertaking, provide educational and social services and other support to the Joint Undertaking and its staff under the terms agreed by the Parties.

*Article 20*

**Prevention of abuses**

1. The Parties shall cooperate at all times in order to facilitate the proper administration of justice, to ensure the observance of police regulations and regulations concerning public security and health, licensing, environmental protection and work inspection, and to prevent any abuse in connection with the privileges, exemptions, immunities and facilities provided for in this Agreement.
2. The privileges and immunities provided for in this Agreement shall not be granted to the staff of the Joint Undertaking for their personal advantage. They shall be provided solely to ensure, in all circumstances, the unimpeded functioning of the Joint Undertaking and the complete independence of the persons to whom they are accorded.
3. The Director of the Joint Undertaking shall waive the immunity of its staff in all cases where such immunity would impede the course of justice, and where it can be waived without prejudicing the interests of the Joint Undertaking.
4. The Governing Board shall be competent to waive the immunity of the Director of the Joint Undertaking in the circumstances referred to in paragraph 3.
5. In the event of disputes of a private nature, the Joint Undertaking shall make suitable provision for the proper settlement of disputes concerning contracts to which the Joint Undertaking is a party as well as disputes involving any official of the Joint Undertaking who, by reason of his official position, enjoys immunity, if immunity has not been waived in accordance with paragraph 3.

*Article 21*

**Settlement of disputes**

1. Any dispute between the parties concerning the interpretation or application of this Agreement, which is not settled amicably, shall be finally settled by

arbitration. The arbitration tribunal shall be established in each individual case. It shall be composed of three members nominated jointly by the parties to the dispute. The members of the arbitration tribunal shall elect the chairman from amongst themselves.

2. If the parties to the dispute fail to nominate one or more members of the arbitration tribunal within two months of the request for submission of a dispute to the arbitration tribunal, or if within one month of the nomination of the members these members do not elect a chairman, such member or members or the chairman shall be nominated by the President of the Court of Justice of the European Communities at the request of one of the parties to the dispute.
3. The arbitration tribunal shall reach its decision by a majority of votes. Such decision shall be binding and final.

#### *Article 22*

#### **Exclusion of liability for Spain**

Spain shall not bear international liability for the activities of the Joint Undertaking on the Spanish territory, or for acts or omissions of the Joint Undertaking, its Director and the staff within the limits of their duties.

#### *Article 23*

#### **Amendments**

This Agreement may be amended by mutual written agreement of the Parties.

Each Party shall notify the other as soon its internal procedures necessary for the entry into force of the amendments have been completed. The amendments shall enter into force thirty days after the last such notification.

#### *Article 24*

#### **Annexes**

Annex A and B shall form an integral part of this Agreement. They may be modified by mutual written consent of the Parties without amendment of this Agreement.

*Article 25*

**Provisional application, entry into force and duration**

1. This Agreement shall be applied provisionally from the date of its signature by the Parties until its entry into force.
2. This Agreement shall enter into force thirty days after both Parties have notified the other that their respective internal procedures necessary for the entry into force of this Agreement have been completed.
3. This agreement shall remain in force until the completion of the winding up of the Joint Undertaking, unless otherwise agreed by the Parties.

Done in (...*insert place* ...), (...*date*...), in four originals, two in English and two in Spanish, each of the texts being equally authentic.

For the Kingdom of Spain,

For the European Joint Undertaking for  
ITER and the Development of Fusion  
Energy,

*(Name and Title)*

*(Name and Title)*

## ANNEX A

### **Permanent premises of the Joint Undertaking, services and other support provided by Spain (Article 3.5 and 19 of the Agreement)**

#### **1. LOCATION AND GENERAL CONDITIONS:**

- 1.1. Location:** The permanent premises shall be located in Barcelona with full access to public transport and other facilities. The exact location shall be agreed by the parties.
- 1.2. Term for construction:** The permanent premises shall be made available to the Joint Undertaking as soon as possible but not later than 3 years from the signature of the Agreement.
- 1.3. Specification:** The permanent premises shall consist of approximately 6 700 m<sup>2</sup> net working space (i.e. excluding space for circulation parking, and terraces)<sup>8</sup>.
- 1.4. General conditions:** The permanent premises shall be provided in full working condition for the purposes for which the Joint Undertaking will use them and supplied with service installations as specified in this Annex. The premises shall be in conformity with the normal standards applicable in Spain and respect the rules of the European Commission on Policy on buildings and infrastructure laid down in the Communication from the Commission on Buildings Policy and Infrastructure in Brussels<sup>9</sup> and the "Manual of Standard Building Specifications" of the Office for Infrastructure and Logistics in Brussels<sup>10</sup>. The premises shall be handicapped-friendly.

#### **2. SPECIFIC CONDITIONS:**

The specific conditions of the permanent premises described in point 1 shall be agreed by the Parties in conformity with this Agreement and taking into account the specific needs of the Joint Undertaking.

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<sup>8</sup> The net working space of the permanent premises is based on an estimated staff of 300 people of the Joint Undertaking.

<sup>9</sup> COM (2003) 755 final of 10.12.2003

<sup>10</sup> Manual of Standard Building Specifications of the Office for Infrastructure and Logistics in Brussels (29 June 2004)



**3. ITEMS FOR WHICH THE CAPITAL COSTS ARE TO BE BORNE BY SPAIN**

- 3.1. Land:** The land of the construction of the permanent premises including surrounding areas.
- 3.2. Roads:** Roads to the permanent premises and within the area of that premises.
- 3.3. Permanent premises:** Spain shall make available free of charge the permanent premises including IT services and connections, normal service installations and other equipment in accordance with specific conditions as set out in Point 2.

**4. SERVICES PROVIDED FREE OF CHARGE TO THE JOINT UNDERTAKING BY SPAIN**

- 4.1. Licensing:** Spain shall bear the costs of licensing and all official permissions needed for the erection and installation of buildings and services and their operation.
- 4.2. Maintenance:** Spain shall be responsible for the maintenance of the permanent premises as follows:
- 4.2.1. General maintenance: Spain shall be responsible for the general maintenance of the building (e.g. non-active waste disposal, effluence and redecoration) and grounds outside the boundary (e.g. cleaning, gardening, fence).*
- 4.2.2. Exterior maintenance of installations and utilities: Spain shall be responsible for the exterior technical maintenance of the building (understanding such maintenance as that necessary for the connections of the basic services and utilities to the building).*
- 4.3. Insurance:** Spain shall be responsible for the insurance of the building.
- 4.4. Security:** Spain shall be responsible for the security services outside the permanent premises, for security-alarm service and emergency services.
- 4.5. Liaison office:** Spain shall provide a liaison office to support the Joint Undertaking, its Director and staff in the relations and proceedings with the Spanish authorities and facilitating the provision of other services provided for in point 5.
- 4.6. Education and social services:** Spain shall make its best effort towards relevant authorities to provide assistance in obtaining educational and social facilities for the Director and staff of the Joint Undertaking and the members of the family forming part of their household (i.e. crèches, schools, languages, cultural and sports facilities) and shall provide relocation and settlement support.
- 4.7. Other**

**5. ITEMS AND SERVICES PROVIDED BY SPAIN AND CHARGED TO THE JOINT UNDERTAKING**

Spain shall provide to the Joint Undertaking, upon its request, the items and services as follows. The cost of the items and services, its estimate and indicative forecast for the following four years and other conditions shall be agreed by the Parties.

**5.1. Furniture:** Spain shall provide the furniture to the permanent premises as to be agreed by the Parties.

**5.2. Insurance:** Spain shall provide insurance for equipment inside the premises.

**5.3. Maintenance:** Spain shall provide maintenance services (including cleaning services) within the building. .

**5.4. Messenger and post service:** Spain shall provide messenger and post service to the Joint Undertaking.

**5.5. Utility services:** Spain shall provide the electricity, gas, telecommunications and other utility services to the Joint Undertaking.

**5.6. Security:** Spain shall provide the security services and concierge inside the permanent premises.

**5.7. Library and multi-media services:** to be specified

**5.8. Social services:**

*5.8.1. Catering: Spain shall provide canteen and cafeteria services as to be specified by the Parties.*

*5.8.2. Transportation: to be specified*

*5.8.3. Other social services: (i.e. recreational, social and welfare services, education and training services): to be specified*

**5.9. Other**

## **ANNEX B**

### **Temporary premises of the Joint Undertaking provided by Spain (Article 3.7 of the Agreement)**

1. In accordance with Article 3.7. of the Agreement, Spain shall make available to the Joint Undertaking temporary premises free of charge under the same conditions as set out in paragraphs 1 to 6 of Article 3 of the Agreement.
2. The temporary premises shall consist of 5 floors, each of 1.286,54 m<sup>2</sup> and shall be located in the 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 11<sup>th</sup> and 13<sup>th</sup> floors of the building “Torres Diagonal Litoral”, C/Josep Pla N<sup>o</sup>2, building B-3, 08019 Barcelona, Spain.
3. The temporary premises shall be made available to the Joint Undertaking on the date of the signature of the Agreement.
4. Spain shall make available to the Joint Undertaking a maximum of 79 parking spaces, depending on the actual number of the staff employed by the Joint Undertaking, within a reasonable time after a request from the Joint Undertaking. At the date of the signature of this Agreement, Spain provides to the Joint Undertaking 30 parking spaces.