

HEADQUARTERS AGREEMENT
BETWEEN
THE KINGDOM OF BELGIUM
AND
THE EUROPEAN PUBLIC LAW ORGANIZATION

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AND
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THE KINGDOM OF BELGIUM, hereinafter referred to as "Belgium",

Represented by:

- the federal Government
- the Flemish Government
- the Government of the French Community
- the Government of the German-speaking Community
- the Walloon Government
- the Government of the Brussels Capital Region

and

THE EUROPEAN PUBLIC LAW ORGANIZATION, hereinafter referred to as "the EPLO";

HAVING regard to the Agreement for the Establishment and Statute of the European Public Law Organization, signed on 27 October 2004, hereinafter referred to as "the Agreement";

RESPONDING to the desire of the EPLO to establish a liaison office in Belgium, hereinafter referred to as "the Office" ;

WISHING to conclude an agreement to determine the privileges and immunities necessary for the functioning of the Office and for the successful accomplishment of the mission of its staff;

CONSIDERING that Belgium recognises the international legal personality of the EPLO;

CONSIDERING that these privileges and immunities are granted to the Office and its personnel in the interest of its independence and its good functioning in Belgium, and that the Office and its personnel shall always comply with Belgian laws and regulations;

HAVE AGREED AS FOLLOWS :

CHAPTER I
PERSONALITY, PRIVILEGES AND IMMUNITIES
OF THE LIAISON OFFICE OF THE EPLO

Article 1

For the purpose of this Agreement:

- a) "the Office" means the liaison office of the EPLO, officially established in Belgium;
- b) "the official activities of the Office" means the activities that are necessary for the accomplishment in Belgium by the Office of the objectives and the statutory missions of general interest it has been charged with by the EPLO in accordance with the provisions of the Treaty;
- c) "the official use" means the actions as well as the acquisition of goods or services that are indispensable for the performance by the Office of its official activities in Belgium, or that are necessary for its good functioning, and the costs of which are finally paid for by the EPLO;
- d) "the archives" means all records, correspondence, documents, manuscripts, computer and media data, databases, photographs, films, video and sound recordings belonging to or held by the Office or by its personnel within the scope of its official activities;
- e) "the premises of the Office" are the land and the buildings or parts of buildings used exclusively for the exercising of the official activities of the Office;
- f) "the Head of the office" means the highest ranking official of the Office;
- g) "Staff members" means any employee or officer recruited and paid by the EPLO in accordance with its internal rules and procedures, but excluding experts performing missions for the EPLO;
- h) "dependents" means the dependent spouse or legal partner of any Staff member, as well as his/her natural or legally adopted dependent child, living under the same roof, under the age of 18 years or, if engaged in full-time education at a university or other recognised educational institution, under the age of 25 years.

Article 2

The Office shall have legal capacity, and in particular the capacity to:

- conclude contracts;
- acquire and dispose of movable and immovable property;
- institute and participate in legal proceedings.

Article 3

Within the scope of its official activities the Office shall enjoy immunity from jurisdiction and execution, except that the immunity of the Office shall not apply:

- a) to the extent that the Office shall have expressly waived such immunity in a particular case;
- b) in respect of a civil action by a third party relating to persons or goods, insofar as this civil action is not directly connected with the official activities of the Office;
- c) in respect of a civil action by a third party for damage caused by a motor vehicle belonging to, or operated on behalf of, the Office or in respect of a motor traffic offence involving such a vehicle;
- d) the attachment, pursuant to the final order of a court of law, of the salaries and emoluments owed by the EPLO to a staff member;
- e) in respect of any counter-claim directly connected with court proceedings initiated by the Office;
- f) in respect of the enforcement of an arbitration award made in accordance with article 31 of the present Agreement.

Article 4

1. The properties and assets of the EPLO used for the exercising of the official activities of the Office may not be subject to any form of requisition, confiscation, sequestration nor to any other form of seizure or constraint.
2. Should any form of expropriation be necessary, all appropriate action will be taken to prevent the exercising of the functions of the Office being impeded in any way. In this case Belgium will give its assistance to enable relocation of the Office.

Article 5

The archives of the Office shall be inviolable.

Article 6

1. The premises of the Office are inviolable. Permission by the Head of the Office shall be required for access to its premises.
2. This permission, however, shall be assumed to be given in case of emergencies requiring prompt protective action.
3. Belgium shall take all appropriate measures to prevent invasion or damage to the Office premises, to prevent the peace of the Office being disturbed or its dignity being diminished in any way.

Article 7

Freedom of communication within the scope of its official activities shall be guaranteed to the Office. Its official correspondence shall be inviolable.

Article 8

1. Without prejudice to the international provisions and to the relevant provisions of the European Union the Office may hold in Belgium currency of any kind and operate accounts in all currencies insofar as necessary for the execution of operations corresponding to its aim.
2. Belgium undertakes to grant the Office all authorisations necessary to freely transfer, according to the modalities provided for in the applicable national regulations and international agreements, funds necessary for the setting up, the operation or the closing down of the Office.

Article 9

1. The Office, its properties, its incomes and other goods destined for its official use shall be exempt from all direct taxes.
2. No exemption from direct taxes shall be granted for incomes of the Office which originate from an industrial or commercial activity exercised by the Office or by one of its members for the Office.

Article 10

Without prejudice to the obligations arising for Belgium from the treaties concerning the European Union and the application of Belgian legal and regulatory provisions regarding public order, security, health or morals, the Office may import all goods and publications destined for its official use.

Article 11

When the Office makes substantial purchases of movable or immovable goods or has substantial services performed that are strictly necessary for the exercising of its official activities and where the price includes indirect taxes or VAT, appropriate measures shall be taken whenever possible with a view to the remission or reimbursement of the amount of these taxes.

Article 12

The Office shall be exempt of all indirect taxes regarding goods imported, acquired or exported by it or in its name for its official use.

Article 13

The Office shall be exempt from all indirect taxes regarding the official publications that it receives or sends abroad.

Article 14

In order to avoid that the application of the exemptions should result in any distortion of competition, no exemption of duties or of indirect taxes is granted for activities or for the acquisition of goods or services that are destined:

- for any other professional activity than the official use of the Office;
- for an industrial or commercial activity exercised by the Office or by one of its members for the Office, for the EPLO or for a Member State of the EPLO;
- for an activity exercised within the scope of a programme of another international organisation;
- for the personal advantage of members of personnel of the Office.

Article 15

The goods belonging to the Office cannot be disposed of in Belgium except under conditions provided by Belgian laws and regulations.

Article 16

The Office shall not be exempt from taxes and duties that are, in fact, no more than charges for public utility services.

Article 17

Without prejudice to the obligations arising for Belgium from the treaties concerning the European Union and the application of laws and regulations, the conditions and procedures for the application of Articles 8, 9, 10, 11, 12, 13, 14 and 15 shall be determined by the competent Belgian authorities.

CHAPTER II LEGAL POSITION OF STAFF MEMBERS

Article 18

The Head of the Office and his/her assistant shall enjoy the immunities, privileges and facilities granted to the members of the diplomatic personnel of diplomatic missions. Their dependents shall enjoy the privileges granted to the dependents of the diplomatic personnel.

Article 19

1. All staff members of the Office shall enjoy:
 - a) exemption from all taxes on salaries, emoluments and indemnities paid to them by the EPLO, from the date on which their incomes are subject to taxation for the benefit of the EPLO, created by the member States of the EPLO and subject to recognition by Belgium of this internal taxation system; Belgium reserves for itself the right to take into account the said salaries, emoluments and indemnities for calculating the amount of tax to be levied on the taxable income originating from other sources;
 - b) the facilities accorded to staff members of international organisations in respect of currency or exchange regulations.
2. All staff members of the Office shall enjoy:
 - a) legal immunity for acts performed in their official capacity, including words written or spoken; such immunity shall apply even after they have left the service;
 - b) inviolability of all official papers and documents.
3. All staff members of the Office, as well as their legal partner and their dependent minor children, living under the same roof, shall enjoy exemption from measures restricting immigration and from aliens registration formalities. This exemption shall be given in accordance with Belgian legislation on the matter.
4. For the exercising of their official functions within the Office, the staff members of the Office shall not be subject to Belgian legislation on employment of foreign workers.
5. The Office shall notify the Protocol Service of the Federal Public Service Foreign Affairs of the arrival and final departure of its staff members and shall also provide the following specific information about all its staff members:
 - a) surname and first name
 - b) place and date of birth
 - c) sex
 - d) nationality
 - e) permanent residence (town, street, number)
 - f) civil status
 - g) composition of the family
 - h) the social security scheme chosen by the staff member.

The Protocol Service of the Federal Public Service Foreign Affairs shall be notified, within two weeks, of any changes to the above-mentioned data.

Article 20

1. The provisions of article 19.1 a) shall not apply to pensions and annuities paid by the EPLO to its former staff members in Belgium or to their successors nor to salaries, emoluments and indemnities paid by the EPLO or by the Office to its staff members engaged for a period of less than one year or who do not occupy a permanent position at the EPLO considering the mission and the statutory regulations of that Organization.
2. The competent Minister of Finance shall determine the conditions and procedures for the application of article 19.1 a) as well as of the present article.

Article 21

1. Without prejudice to the obligations arising for Belgium from the treaties concerning the European Union and to the application of laws and regulations, the staff members of the Office, except the persons referred to in Article 18, shall enjoy the right, during a period of twelve months following their first taking up their duties in Belgium, to import or purchase, in exemption of import duties and value added tax (VAT), furniture and a motor vehicle for their personal use in Belgium.
2. The competent Minister of Finance shall determine the limits and conditions under which this Article applies.

Article 22

1. The Office shall issue, before the 1st of March of each year, to all beneficiaries a form specifying, besides their names and addresses, the amount of the salaries, emoluments and indemnities, pensions or annuities paid to them by the EPLO or by the Office during the course of the previous year.
2. Regarding salaries, emoluments and indemnities liable to taxation for the profit of the EPLO, this form shall also mention the amount of this tax.
3. Besides, the EPLO shall send before the same date a duplicate of this form directly to the competent Belgian Fiscal Administration.

Article 23

Belgium shall not be bound to extend to its own nationals or to permanent residents the advantages, privileges and immunities granted under this Agreement, except for those provided for in Article 19.1 a) and 19.2 of this Agreement.

Article 24

1. Belgium and the EPLO express their common intention to ensure a high level of social protection for persons employed by the EPLO.

2. EPLO staff members who are not Belgian nationals or who are not permanently residing in Belgium and are not exercising in Belgium any gainful activity, other than that required by their official positions, may opt to join the social security scheme applicable to the staff members of the EPLO. This right of option may be exercised only once and must be exercised, as the case may be, within the two weeks following the entry into force of this Agreement for staff members of the EPLO already in service and within the two weeks following the entry into service of the staff member at the EPLO. It shall be communicated within the same time limit in accordance with Article 19.5 of this Agreement.
3. The EPLO shall ensure affiliation with the Belgian social security scheme of its Belgian staff members or permanent residents, as well as of its staff members who have not opted for the social security scheme provided by the EPLO itself.
4. The EPLO undertakes to guarantee to the staff members of the EPLO exercising a function in Belgium and affiliated to its social security scheme, as well as to their dependents, benefits equivalent to those provided by the Belgian social security scheme, while respecting the guarantees recognized in Belgium with respect to the free choice of a physician, therapeutic freedom of health care providers and medical confidentiality. As long as the Minister competent for Belgian social security has not formally accepted and confirmed the equivalence of the social security scheme of the Secretariat, there shall be no right of option, as mentioned in paragraph 2 of this Article, and the staff members of the EPLO shall consequently be subject to Belgian social security.
5. The organization shall inform Belgium of any relevant changes to its social security system. Belgium may obtain from the organization the reimbursement of expenses incurred for all assistance of a social nature which it may be required to provide to staff members covered by the social security schemes applicable to the staff members of the organization. This provision shall also apply to the dependents of such staff members of the EPLO.

CHAPTER III GENERAL PROVISIONS

Article 25

The privileges and immunities are granted to the staff members of the Office only in the interest of the EPLO and not for their personal advantage. The Head of the Office shall waive all immunity whenever the immunity would impede the course of justice and such waiver does not prejudice the proper functioning of the Office.

Article 26

The EPLO, the Office and all their staff members shall comply with Belgian laws and regulations and with judgments rendered against them.

Article 27

The Office and all its staff members shall co-operate at all times with the appropriate Belgian authorities to facilitate the proper administration of justice, to ensure observation of police regulations and to prevent the occurrence of any abuse in connection with the privileges, immunities and facilities provided for in this Agreement.

Article 28

1. The persons referred to in articles 18 and 19 of the present Agreement shall not enjoy any legal immunity regarding motor traffic offences or damages caused by a motor vehicle.
2. The Office and its staff members shall comply with all obligations imposed by Belgian legislation concerning civil liability insurance for the use of any motor vehicle.

Article 29

Without prejudice to the rights conferred upon the Office and its staff members by this Agreement, Belgium reserves the right to take all necessary precautions in the interest of its security and of public order.

Article 30

Belgium shall have no international responsibility whatsoever for the activities of the Office on its territory as regards the acts or omissions of the Office or of its staff members acting or failing to act in the exercise of their functions.

CHAPTER IV Final Provisions

Article 31

1. Any difference of views regarding the application or interpretation of this Agreement, which cannot be resolved through direct negotiations between the Parties, may be submitted, by one of the Parties, to an arbitral tribunal composed of three members.
2. The Parties shall each appoint one arbitrator.
3. The third arbitrator shall be appointed by both Parties upon consultation.
4. The third arbitrator shall be the President of the arbitral tribunal.
5. In case of disagreement on the choice of the third arbitrator, the third arbitrator shall be appointed by the President of the International Court of Justice at the request of the Parties.
6. The dispute shall be brought to the arbitral tribunal upon application of either Party.
7. The arbitral tribunal shall determine its own procedure.

Article 32

The Office shall notify the Protocol Service of the Federal Public Service Foreign Affairs of the end of its activities in Belgium three months before its closure.

Article 33

Both Parties shall notify each other of the completion of the internal constitutional and legal procedures required for the entry into force of this Agreement.

The Agreement shall enter into force on the first day of the second month following the date of exchange of the last notification, with effect from the date of signature, except with regard to Articles 3, 5, 6 §1, 7 (second sentence), 18 and 19 §2.

This Agreement can be revised at the request of one of the Parties.

IN WITNESS WHEREOF, the Representatives of the Kingdom of Belgium and of the European Public Law Organization have signed this Agreement.

DONE in Brussels, on 23rd January 2026, in duplicate, in the English, French and Dutch languages, the three texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

FOR THE KINGDOM OF BELGIUM:

Represented by
the federal Government,
the Flemish Government,
the Government of the French Community,
the Government of the German-speaking
Community,
the Walloon Government,
the Government of the Brussels
Capital Region,

**FOR THE EUROPEAN PUBLIC LAW
ORGANIZATION:**

