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PRIVILEGES  
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IMMUNITIES



Treaty Series No. 48 (1990)

# Agreement

between the Government of the  
United Kingdom of Great Britain and Northern Ireland  
and the Board of Governors of the European School  
concerning the European School at Culham

Brussels, 18 October 1988

[The Agreement entered into force on 15 February 1990]

*Presented to Parliament  
by the Secretary of State for Foreign and Commonwealth Affairs  
by Command of Her Majesty  
July 1990*

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**AGREEMENT  
BETWEEN THE GOVERNMENT OF THE  
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND  
AND THE BOARD OF GOVERNORS OF THE EUROPEAN SCHOOL  
CONCERNING THE EUROPEAN SCHOOL AT CULHAM**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Board of Governors of the European School,

Having regard to the Statute of the European School signed at Luxembourg on 12 April 1957<sup>1</sup>, and the Protocol on the Setting-up of European Schools signed at Luxembourg on 13 April 1962<sup>1</sup>, to both of which the United Kingdom acceded pursuant to the Treaty of Accession;

Recalling that Article 1 of the Protocol provides that European Schools are to be established for the education and instruction together of children of the staff of the European Communities;

Noting that a Community body, the Joint European Torus, has its headquarters at Culham;

Noting that Article 28 of the Statute of the European School, as it applies by virtue of the Protocol, provides that the Board of Governors may conclude with the Government of the country where a school is situated any additional agreements required to ensure that the school can operate in a favourable atmosphere under the best possible physical conditions;

Desiring therefore to define, pursuant to Article 28 of the Statute, the status, privileges and facilities of the European School at Culham and its staff;

Have agreed as follows:

**ARTICLE 1  
Use of terms**

For the purpose of this Agreement:

- (a) "School" means the European School established at Culham;
- (b) "Government" means the Government of the United Kingdom of Great Britain and Northern Ireland;
- (c) "staff members" means the headmaster, deputy heads, secondary school teachers, primary school teachers, kindergarten teachers and educational advisers appointed, assigned or seconded to the European School in accordance with Article 12(2) and (3) of the Statute of the European School.

**ARTICLE 2  
Legal personality**

The School shall have legal personality. It shall in particular have the capacity to contract, to acquire and dispose of movable and immovable property and to institute legal proceedings.

**ARTICLE 3  
Premises**

(1) The Government shall place at the disposal of the School suitable premises so that the School can operate in a favourable atmosphere under the best possible conditions. The premises shall be provided free of charge with the exception of costs to be borne by the School in accordance with terms agreed between the Government and the Chairman of the Administrative Board of the School;

(2) The Government shall take all appropriate steps to protect and ensure security of the premises of the School.

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<sup>1</sup> Treaty Series No. 120 (1972), Cmnd. 5145.

#### ARTICLE 4

##### **Exemption from taxes**

- (1) Within the scope of its official activities, the School shall be exempt from direct taxes on its income, gains and profits;
- (2) The School shall be accorded a refund of value added tax paid on the supply of goods or services of substantial value which are necessary for the official activities of the School. No refund shall be made in respect of any claim for goods or services where the value of the goods or services does not amount in the aggregate to £100 sterling.

#### ARTICLE 5

##### **Exemption from customs and excise duties**

Goods whose import or export by or on behalf of the School is necessary for the exercise of its official activities shall be exempt from all customs charges.

#### ARTICLE 6

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

Exemption in respect of taxes, duties or charges under Article 4 or Article 5 of this Agreement shall not be granted in respect of payments which represent mere payment for services rendered or in respect of goods or services purchased or imported for the personal benefit of a staff member of the School.

#### ARTICLE 7

##### **Resale**

Goods which have been acquired under Article 4 or imported under Article 5 of this Agreement shall not be given away, sold, hired out or otherwise disposed of unless the appropriate authorities have been notified in advance and any necessary duties and taxes paid.

#### ARTICLE 8

##### **Staff members**

Staff members:

- (a) Shall, together with members of their families forming part of their household, be exempt from any obligation in respect of military service, provided that this exemption shall not apply to any person who is a United Kingdom national;
- (b) Unless they are United Kingdom nationals or permanently resident in the United Kingdom, shall be accorded the treatment in matters of exchange control which is accorded to a diplomatic agent in the United Kingdom;
- (c) Provided they are subject to the social security legislation of the Member State, other than the United Kingdom, which has seconded them to the School, shall with respect to services rendered for the School be exempt from the provisions of any social security scheme established by the law of the United Kingdom; and
- (d) Unless they are United Kingdom nationals, or permanently resident in the United Kingdom, shall, at the time of first taking up their post in the United Kingdom, be exempt from duties (whether of customs or excise) and other charges (except mere payment for services rendered) in respect of import of their furniture and personal effects (including one motor car each) in their ownership or possession or already ordered by them and intended for their personal use or for that of their families forming part of their household. Such goods shall normally be imported within six months of the first entry of the staff member into the United Kingdom, or of confirmation of their permanent appointment, but in exceptional circumstances an extension of this period may be granted. Furniture and personal effects (including one motor car per person) exported by the staff members on termination of their appointments shall be free of any duty imposed by reason of exportation. These privileges shall be subject to conditions agreed with the Government.

## ARTICLE 9

### Income tax

- (1) Staff members who are seconded to the School by a Member State other than the United Kingdom shall be exempt from United Kingdom income tax on salaries and emoluments paid to them by the School and by their seconding State;
- (2) Staff members who are seconded to the School by the United Kingdom Government shall be exempt from United Kingdom income tax on salaries and emoluments paid to them by the School.

## ARTICLE 10

### Co-operation

The School shall co-operate at all times with the appropriate authorities in order to prevent any abuse of the immunities, privileges and facilities provided for in this Agreement. The right of the Government to take all precautionary measures in the interests of its security shall not be prejudiced by any provisions in this Agreement.

## ARTICLE 11

### Notification of appointment cards

- (1) The School shall inform the Government when a staff member takes up or relinquishes his post. Furthermore the School shall from time to time send to the Government a list of all staff members. In each case the School shall indicate whether a staff member is a United Kingdom national or permanently resident in the United Kingdom;
- (2) The Government shall, if so requested by the School, issue to any staff member whose appointment has been notified to them, a card bearing the photograph of the holder and identifying him as a staff member. This card shall be accepted by the appropriate authorities as evidence of identity and appointment. The School shall return the card to the Government when the holder relinquishes his duties.

## ARTICLE 12

### Entry into force and termination

- (1) This Agreement shall enter into force on the date on which the necessary steps have been taken in the United Kingdom to give effect thereto, which date shall be notified to the School<sup>1</sup>;
- (2) This Agreement may be terminated by agreement between the Government and the Board of Governors. In the event of the School ceasing to exist, this Agreement shall cease to be in force after the period reasonably required for the settlement of the affairs of the School and the disposal of its property in the United Kingdom.

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<sup>1</sup> The Agreement entered into force on 15 February 1990.

In witness whereof the respective representatives have signed this Agreement.

Done in duplicate at Brussels this eighteenth day of October 1988.

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

DAVID HANNAY

B. NORBURY

For the Board of Governors of the European Schools:

J. OLSEN



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