

**AGREEMENT BETWEEN THE GOVERNMENT OF THE ITALIAN REPUBLIC AND THE
EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS CONCERNING
THE PREMISES OF THE CENTRE LOCATED IN ITALY**

The Government of the Italian Republic, on the one hand, and 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 1973 and amended with effect from 6 June 2010;

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

Whereas the Council of the European Centre for Medium-Range Weather Forecasts has decided to locate a data centre in Bologna;

Whereas the Protocol on the Privileges and Immunities of the Centre applies to the activities of the Centre in Italy;

Whereas the Council of the Centre, in accordance with Article 6(1)(f) of the Convention, approved the text of this Agreement on 22 June 2017

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;
- c) "Centre" means the European Centre for Medium-Range Weather Forecasts;
- d) "Government" means the Government of the Italian Republic;
- e) "appropriate Italian authorities" means the national or local authorities of the Italian Republic, in accordance with the laws, regulations, administrative provisions and customs of the Italian Republic;
- f) "Premises" means:
 - i. any land or building owned, leased, loaned or otherwise at the disposal of the Centre in territory of the Italian Republic for the purpose of exercising the Centre's Official Activities, including support facilities;
 - ii. with the concurrence of the Government, and for the duration of such use, any land or building in the territory of the Italian Republic which is temporarily used by the Centre;
- g) "Director-General" means the Director-General of the Centre;
- h) "Council" means the Council of the Centre;
- i) "property of the Centre" means all property, including funds, income, and other assets owned, leased, held or administered by the Centre under arrangements of trust, endowment, pledge, or otherwise, in furtherance of its Official Activities;

- j) “representatives” means the representatives of Member States, their alternates and their advisers attending meetings of or with the Centre;
- k) “staff members” means the Director-General 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;
- l) “Period of Occupancy” means the period from the date when the Centre first takes occupation of the Premises;
- m) “Option Notice” means notice in writing from the Centre to the Government and copied to the Region of Emilia-Romagna, specifying the required part of the land and buildings of which the location and description are set out in Part II of the Annex I and specifying the date by which the Centre wishes to take occupation of the said required land and buildings;
- n) “Official Activities” means all the activities of the Centre, which are authorised by the Convention or by the Council in accordance with the Convention;
- o) “Permanent residents of Italy” means staff members who, immediately before taking up their duties at the Centre’s Premises in Italy, have been residing in Italy;
- p) “Region”: Regione Emilia-Romagna;
- q) “Supplementary Agreement” means an agreement between the Centre on the one hand, and the Government and the Region, on the other, containing details for the implementation of this Agreement and the Centre’s occupation of the Premises.

Article 2

Financial contribution of the Government

The Government shall grant the Centre an annual contribution of € 4 million. The first contribution shall be due and payable 24 months after approval of this Agreement by the Council. This contribution shall be in addition to any sums payable by Italy as a member state of ECMWF. This contribution shall be payable under the same rules as apply to the payment of member state contributions, as described in the regulations of the Centre.

Article 3

The Premises

1. The Government shall place at the disposal of the Centre, free of charge, the land and buildings of which the location and description are set out in Part I of Annex I. The Government shall use its best endeavours to ensure that the Centre can take occupation of the aforementioned buildings not later than 24 months after approval of this Agreement by the Council or the later date on which the final detail plans are agreed according to Part I of Annex I.
2. If the capacity of the land, buildings or services referred to in paragraph 1 proves insufficient for the requirements of the Centre, the Centre shall have the right to serve the Option Notice at any time on or between July 1st, 2024 and June 30th, 2033. The Government shall then place at the disposal of the Centre, free of charge, that part of the land and buildings of which the location and description are set out in Part II of Annex I, as is specified by the Centre in the Option Notice, for additional occupation and use by the Centre immediately after the end of the Option Notice and for the remainder of the Period of Occupancy. The date for occupation must be no less than two (2) years from the date when the notice is sent.
3. The resulting costs of putting such additional land and buildings to operational use by the Centre shall be borne by the Centre. In order to regulate the expansion of the Premises, the Parties may enter into further specific arrangements, in accordance with this Agreement.
4. Maintenance work on the land and buildings referred to in paragraphs 1 and 2 and the expenditure relating thereto shall be borne by the Government or the Centre in accordance with the principles laid down in Annex I.

5. The land and buildings referred to in paragraphs 1 and 2 shall remain the property of the Emilia-Romagna Region and shall be returned to the Region at the end of the Period of Occupancy, in accordance with the principles laid down in Annex I.

6. In order to facilitate the application of the Protocol and this Agreement, the Director-General shall notify the Government of any occupation of land or buildings in Italy other than those referred to in paragraphs 1 and 2 for the conduct of the Official Activities of the Centre. Where land or buildings are temporarily occupied by the Centre for the conduct of its Official Activities, such land and buildings shall be accorded the status of the Premises.

7. Italy shall adopt all necessary measures to facilitate the development, occupation and functioning of the Premises by the Centre and, according to the Italian legislation, all related work shall be considered of State interest for Italy.

Article 4

Privileges and Immunities

The Government shall grant the Centre the privileges and immunities set forth in Annex II.

Article 5

Liability

1. The international liability arising from the activities of the Centre on Italian territory, including those resulting from any act or omission by representatives, staff members, experts or any other person employed by the Centre in the performance of their duties, shall fall entirely on the Centre itself and shall not be borne by the Italian Republic.

2. The Centre shall indemnify the Government against

a) any loss or damage to any property in the ownership, possession or custody of the Government, which is caused by wilful misconduct or negligence in the performance of the duties, or in connection therewith, of a representative, a staff member, an expert or any other person employed by the Centre, 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 the duties, or in connection therewith, of a representative, a staff member, an expert or any other person employed by the Centre.

Article 6

Modifications and implementation arrangements

1. At the request of the Government or of the Centre, consultations shall take place on the implementation or modification of this Agreement.

2. The arrangements on the implementation of this Agreement resulting from the consultations provided for in paragraph 1 shall become operative following an exchange of letters between a representative of the Government and the Director-General.

3. Modifications to the Articles of this Agreement and to the Annexes I and II resulting from the consultations provided for in paragraph 1 shall become operative on the date on which the Government shall have notified the Centre that the necessary ratification procedures have been completed.

Article 7

Disputes

If any dispute between the Government and the Centre concerning the interpretation or application of this Agreement 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 8

Entry into force and termination

1. This Agreement shall enter into force on the date on which the Government shall have notified the Centre that the necessary ratification procedures have been completed.
2. 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 activities of the Centre and disposing of its property in the Italian Republic if the Government denounces the Convention in accordance with the procedure provided for in Article 19 of the Convention. .

Done in duplicate at Reading, this 22nd day of June 2017, in English.

For the Government of the Italian Republic }
By Col. G.A.r.n. Silvio Cau, }
Comando Squadra Aerea - Stato Maggiore, }
Reparto per la Meteorologia }


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For the European Centre for Medium-Range }
Weather Forecasts By Dr. Florence Rabier, }
Director General }


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ANNEX I

This Annex relates to the Premises (as defined in this Agreement)

In this Annex, the numbered paragraphs shall be referred to as clauses - Clause 1, Clause 2 etc.

Part I

Premises for occupation under Article 3.1 - Beginning of the Period of Occupancy (“Part I Premises”)

1. The Part I Premises shall be delimited within the Tecnopolo di Bologna. The location of the Part I Premises within the Tecnopolo di Bologna site is shown [edged red] in the plan at the end of this Part I of the Annex.

2. It is intended that the Part I Premises shall include components such as pavilions, called “Botti”, data halls, data hall storage areas, offices and meeting rooms (for up to 20 permanent staff members plus up to 10 visitors and contractors), a loading bay, internal plant rooms, a lobby, a waiting area, a security area and various items of mechanical and electrical plant. A detailed inventory of components, systems, equipment and plant shall be agreed when the Centre takes occupation of the Part I Premises and a copy shall be appended to the Supplementary Agreement.

3. The Part I Premises shall be handed over to Centre ready to host the data centre including the technical devices and components required by the Centre in the bid documents between the Region and the Centre and in the final detail plans, agreed in accordance with Clause 9.

4. The Part I Premises shall have systems to safeguard the required levels of access security. A detailed inventory of such systems shall be agreed when the Centre takes occupation of the Part I Premises and a copy shall be appended to the Supplementary Agreement.

5. It is intended that the Part I Premises shall benefit from additional equipment, such as:

- a. Regular and emergency lighting system;
- b. Electromotive force electrical system (small power, offices, service areas, etc.);
- c. Grounding and atmospheric discharge protection system, including an equipotential system for DH and DHS;
- d. Structured cable system (from active to passive part) for data and phone transmissions for offices and related service areas, common areas and technological plants;
- e. Fire detection, alarm and suppression systems;
- f. High-sensitivity fire detection system for DH and DHS;
- g. Anti-intruder system (perimeter, building access gates such as doors and windows);
- h. Access control system with controllers on the access points of the different data centre areas;
- i. CCTV system for the external perimeter and access points, recording and storing videos;
- j. BMS system.

A detailed inventory of such additional equipment shall be agreed when the Centre takes occupation of the Part I Premises and a copy shall be appended to the Supplementary Agreement.

6. The above listed technical infrastructure services and facilities shall be exclusively dedicated to the Centre.

7. In accordance with the requirements laid down by the bid, some of the technical infrastructure services shall be subject to maintenance agreements with the technology solution providers. The

distribution of responsibility for managing such agreements shall be clarified in the Supplementary Agreement.

8. The HPC and technical IT services shall be operated by the Centre's staff under the Centre's responsibility.

9. The final detail plans for the Part I Premises and the technical plants to be installed in the Part I Premises shall be agreed between the Region and the Centre no later than July 31st, 2017 and appended to the Supplementary Agreement. Any variation to the final detail plans shall be agreed between the same parties. The additional costs resulting from such variations shall be borne by the party which requires them.

10. Occupation of the Premises, including the Part I Premises shall be subject to the Supplementary Agreement.

Part II

Premises for occupation under Article 3.2 – Option for Expansion (“Part II Premises”)

1. Subject to the provisions of Articles 3.2 and 3.3 the Government shall make available to the Centre the additional areas shown [edged blue] in the plan at the end of this Part II of the Annex (the Part II Premises). Alternative contiguous areas may be agreed upon between the Region and the Centre.
2. The Part II Premises shall be made available for occupation empty and free of encumbrances.
3. The Government shall use its best endeavours to ensure that the Centre can take up occupation of the Part II Premises for the expansion of its datacentre and to provide the necessary support services and permissions to facilitate such expansion (e.g. a power supply increase from 10MW to 20MW).
4. The Supplementary Agreement shall be modified to take account of the occupation of the additional areas provided for in this Part II.

ANNEX II - PRIVILEGES AND IMMUNITIES

Clause 1

Inviolability of the Premises

1. The Premises shall be inviolable. No officer or official of the Italian Republic, or other person exercising any public authority within the Italian Republic shall enter the Premises to perform any duties therein without the Director-General's consent.
2. The Director-General's consent to such entry shall be presumed in the event of a natural calamity, fire or other emergency requiring immediate action in the interest of public safety.
3. The Premises shall not be used in any way that is not compatible with the Official Activities of the Centre.

Clause 2

Protection of the Premises

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

Clause 3

Inviolability of archives

The inviolability conferred by Article 2 of the Protocol shall extend to all records, correspondence, documents, manuscripts, computer records, still and motion pictures, films and sound recordings and any other media, 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, in accordance with the regulations of the Centre.

Clause 4

Inviolability of means of transport

1. The immunity conferred by Article 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.
2. The Centre shall take all necessary measures to ensure that the means of transport used in its Official Activities may be identified.

Clause 5

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, collection of refuse and fire protection, on terms at least as favourable as those granted to its state administrations. 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.
2. The Government shall take all the appropriate measures to grant the Centre the widest possible access to the Internet and other communication channels on conditions no less favourable than those granted to Italian state administrations and to diplomatic missions.
3. The Centre shall have the right to install and to operate telecommunications systems at the Premises. The Government shall arrange for the necessary authorizations to be issued in good time to

the Centre for the installation and operation of fixed and mobile antennas as well as any other equipment related to satellite radio communications.

Clause 6

Flag and emblem

The Centre shall be entitled to display its flag and emblem and the flags of its member and cooperating states on the Premises and on the means of transport which it uses in its Official Activities.

Clause 7

Exemption from taxes

1. The Centre and its properties, in the conduct of its Official Activities, shall be exempt from all direct taxation.
2. In respect of purchases, services and transactions effected in the course of its Official Activities, the Centre shall be exempt from all indirect taxation.
3. Notwithstanding paragraph 2, the following applies:
 - a) The Centre shall be exempt from value-added tax ("imposta sul valore aggiunto – IVA") on substantial purchases connected with the conduct of its Official Activities and the discharge of its functions. For the purposes of this Agreement, "substantial purchases" means purchases of goods or the provision of services for which the value of the invoice exceeds the limit established by national regulations applicable to the international organizations in Italy.
 - b) The Centre shall be exempt from customs duties and all other taxes, prohibitions or restrictions on goods of any kind imported or exported by the Centre in the course of its Official Activities.
 - c) The Centre shall be exempt from value-added tax ("imposta sul valore aggiunto – IVA"), customs duties and any other duties in respect of the purchase and import of three vehicles for the Centre's official use and of their spare parts. The Centre shall also be exempt from motor vehicle taxes on such vehicles, which shall be registered with a special series. Fuel and lubricants for those vehicles may be purchased or imported free of customs duties, within quantitative limits established by national regulations applicable to the international organizations in Italy.
4. The Centre shall be exempt from local property taxes and business rates, land registration, mortgage and land duties, including stamp duty on deeds, contracts and formalities that are instrumental to the grant of the use of the Premises and to those purchases, services and transactions that are necessary to undertake the Centre's Official Activities.
5. The Centre shall also be exempt from excise duty and related surcharges on electricity and natural gas consumed within the Premises except for installation for private use.
6. The exemptions and concessions under this Clause shall not apply to duties and taxes, which are no more than payments for public utility services.

Clause 8

Exemption from financial controls

Without being subject to any financial controls, regulations or moratoria of any kind, in order to conduct its Official Activities the Centre may freely:

- a) purchase or receive any funds, securities, gold and currencies through authorized channels and hold and dispose of them;
- b) maintain and operate foreign or local accounts, funds, endowments, or other financial facilities in any currency in or outside of the Italian Republic;
- c) transfer its funds, securities, gold, currencies and other items of value to or from the Italian Republic, to or from any other country, or within the Italian Republic and convert any currency held by it into any other currency.

Clause 9
Communications

1. All communications directed to the Premises or to its staff at the Premises, and all outward communications from the Premises, by whatever means or in whatever form transmitted, shall not be subject to censorship or any other form of interception or interference. This exemption shall also extend, inter alia, to publications, computer records, still and motion pictures, films and sound recordings.
2. Subject to Article 10 of the Protocol, the Centre shall have the right to use codes and to dispatch and receive official communications by courier or in sealed bags which shall enjoy the same privileges and immunities of diplomatic couriers and bags.

Clause 10
Representatives

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 Italian Republic to diplomatic agents of the State they represent;
- c) the same customs facilities as regards their personal luggage as are accorded in the Italian Republic to diplomatic agents.

Clause 11
Staff members

1. In accordance with Article 13(d), (e), (f) and (g) of the Protocol, staff members shall enjoy, within and with respect to the Italian Republic, the following privileges and immunities:
 - a) immunity from seizure of official baggage;
 - b) immunity from legal process of any kind with respect to words spoken or written, and all acts done by them in the performance of their official functions, it being understood that such immunity shall continue notwithstanding that the persons concerned may have ceased to perform such functions;
 - c) exemption from any form of direct taxation on salaries, emoluments, indemnities and other benefits paid to them by or on behalf of the Centre;
 - d) exemption, for members of the staff who are not Italian nationals and who are not permanent residents of Italy, from any form of direct taxation on income other than that provided for in c) derived from sources outside the Italian Republic;
 - e) exemption with respect to themselves, their spouses, and members of their families forming part of their household, from all forms of immigration restrictions and alien registration;
 - f) for staff members who are not Italian nationals and who are not permanent residents of Italy, freedom to maintain within the Italian Republic or elsewhere, foreign securities, foreign currency and accounts in any currency, other movable property and immovable property. Staff members who are not Italian nationals and who are not permanent residents of Italy may freely take their foreign securities or foreign currency out of the Italian Republic, or effect transfers thereof outside the Italian Republic not exceeding the limit established by the existing EU and national regulation. Staff members who are not Italian nationals and who are not permanent residents of Italy may, during their employment at the Center or at the termination of such employment, export from the Italian Republic any sum received from the Centre as well as an amount equal to the total amount of funds in any currency imported into the Italian Republic through authorized organs, not exceeding the limit established by the existing EU and national regulation;
 - g) for staff members who are not Italian nationals and who are not permanent residents of Italy, the right to import free of duty and all other levies, prohibitions and restrictions on imports, at the time of first taking up their post, their furniture and effects, including one motor vehicle in one or more

separate shipments which shall be dispatched within a reasonable period of time and, in any event, within 18 months of taking up their post at the Centre.

h) for staff members who are not Italian nationals and who are not permanent residents of Italy, purchase, free of duty and all other levies, prohibitions and restrictions on import, one new motor vehicle upon first appointment. This right shall be exercised within 18 months of the date on which employment commenced at the Centre. Such a vehicle may not be sold within 36 months of the date of purchase in Italy.

2. The Ministry of foreign affairs and international cooperation of the Italian Republic shall issue to staff members and members of their families forming part of their households, an identity card specifying the holder's status.

3. Upon request of the Centre, the Ministry of foreign affairs and international cooperation may authorize family members forming part of the household of a staff member, to carry out self-employed or salaried work in Italy. The aforementioned family members and their employers shall be subject to applicable Italian taxation, social security and employment law. Should a family member wish to undertake new employment or restart work that has already ended, the Centre shall make a new authorization request pursuant to this paragraph. Privileges and immunities provided for in this Agreement shall not apply to work activities authorized pursuant to this paragraph.

4. In addition to the privileges and immunities specified in this Clause, the Director-General shall be accorded the privileges, immunities and facilities granted to ambassadors who are heads of mission but who are not Italian nationals or permanent residents of Italy.

5. The Centre shall communicate annually to the Ministry of foreign affairs and international cooperation a list of its staff and eventual variations.

6. The paragraph 1, letter e), and paragraph 2 shall also apply to persons in the domestic service of staff members of the Centre for the duration of the mission of the latter.

7. Tenancies of immovable residential property for staff members are exempted from registration duty. For the purposes of the application of the exemption, the staff concerned shall submit to the competent office of the Revenue Agency a certificate of the Ministry of Foreign Affairs showing the existence of the requirements necessary to grant the tax benefit.

8. During their period of employment with the Centre, staff members, members of their families and their domestic servants, experts and members of their families shall be allowed to continue to drive motor vehicles using their own valid foreign driving licence, provided the holder is in possession of a valid identity card issued by Italy as foreseen in paragraph 2, or to obtain an Italian driving licence on presentation of their valid foreign driving licence, in which case the licence obtained shall be valid only for the period in which the holder is employed by the Centre.

Clause 12

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 Italian Republic to diplomatic agents of the State of which they are residents.

Clause 13

Social security

1. The Centre shall provide staff members with an adequate health and social security insurance through public or private insurance institutions of the Italian Republic or of any other State, providing cover in the Italian Republic, whose regulations must be made known to appropriate Italian authorities. The health insurance shall also cover family members forming part of the household of a staff member, identified in accordance with the relevant regulation.

2. The staff members shall be exempt from all compulsory contributions to Italian social security bodies. Nevertheless, staff members have the possibility to contribute to the Italian social security system on a volunteer basis and consequently benefit from it.
3. Complementary agreements can be concluded in order to entitle the staff members to benefit from services provided by the Italian public health system.
4. The provisions of paragraph 2 shall apply to the members of the families of staff members, unless they are self-employed in Italy and are entitled to receive social security benefits by Italy.