DECISION OF THE MANAGEMENT BOARD

AUTHORIZING
THE EXECUTIVE DIRECTOR
TO
NEGOTIATE A HEADQUARTERS AGREEMENT FOR THE AGENCY
WITH
THE POLISH GOVERNMENT

THE MANAGEMENT BOARD


IN ORDER to ensure that the Agency will become fully operational as soon as possible;

HAS ADOPTED THIS DECISION:

Single Article

The Executive Director is hereby authorized to negotiate a Headquarters Agreement with the Polish Government in accordance with the guidelines annexed to this Decision.

The Management Board designates its Chairperson to represent it and assist the Executive Director in all matters related to this task.

Done at Warsaw, 30 June 2005

For the Management Board

[signed]

M. A. BEUVING
Chairperson

1 The Council Decision designates Warsaw, Poland, as the seat of the Agency.
ANNEX:

GUIDELINES

The Headquarters Agreement for the Agency shall at least cover the following issues:

1. Definitions;

2. Immunity of the Agency, its property and possessions;

3. Financial facilities: Exemption from payment of all national, regional or municipal rates and taxes;

4. Imports and exports: Exemption from customs duties and from any other taxes, prohibitions or restrictions on goods of any kind, which the Agency imports or exports in the exercise of its official business;

5. Agency vehicles and other equipment: Exemption from any duties and any import restrictions on vehicles and other equipment intended for the official business of the Agency and on spare parts for the same;

6. Diplomatic immunity for the Executive Director;

7. Privileges and immunities for the staff of the Agency, other than the Executive Director;

8. Seat of the Agency: Definition of the premises of the Agency;

9. Security of the Agency: The Agency shall be responsible for the security and the maintenance of order inside the buildings and installations used by it;

10. Access to the installations: Persons empowered by Polish laws and regulations to maintain law and order shall not be entitled to enter the buildings, premises and land used by the Agency unless requested or authorized by the authorities of the Agency;

11. Right of access to the installations: The responsible Polish authorities shall assure to the persons covered by the agreement free access to the buildings, installations and immediate surroundings used by the Agency;

12. Carrying of firearms by security guards of the Agency;

13. Coordination of security aspects between the Agency and the Polish authorities;

14. Logistics support of the Polish authorities to the Agency;

15. Location of the headquarters of the Agency;
16. Detailed description of the headquarters and its areas;

17. Contribution by the Polish Government to the budget of the Agency as regards the payment of lease for the premises of the Agency and the furnishing of the Agency. The Polish Government shall also provide the Agency with preliminary headquarters until the permanent premises are ready for the Agency to move into;

18. Negotiations with the budgetary authorities: The Polish Government shall undertake to pursue its best efforts in conjunction with the Agency in order to defend the terms of the agreement before the Community budgetary authorities seeking their approval;

19. Schooling: The Polish Government shall undertake to its utmost efforts jointly with the Agency to find the best possible solution for schooling for the children of the Agency’s staff;

20. Start up support: Poland shall support staff of the Agency during its set up phase by providing services and useful information;

21. Resolution of disputes concerning the application of the agreement;

22. Interpretation of the agreement;

23. Entry into force of the agreement.