

# **SEAT AGREEMENT**

**between**

**the HELLENIC REPUBLIC**

**and**

**FRONTEX**

**(the European Agency for the Management of Operational Cooperation at the External Borders of the Member States of the European Union)**

## **FOR THE HOSTING OF THE FRONTEX OPERATIONAL OFFICE IN GREECE**

The Hellenic Republic and Frontex,

Having regard to Council Regulation (EC) No 2007/2004 establishing a European Agency for the Management of Operational Cooperation at the External Borders of the Member States of the European Union (the Frontex Regulation), and in particular Articles 15, 16, 17 and 18 thereof,

Having also regard to Decision No 1/2010 of the Management Board of Frontex setting up Frontex Operational Offices, and in particular Articles 4 and 5 thereof,

Having regard to the Protocol on the Privileges and Immunities of the European Union, attached to the Treaty on European Union as Protocol No 7 (the Protocol), and in particular Article 18 thereof,

Recalling that the Frontex Operational Office in Piraeus, Greece (FOO) is an integral part of Frontex organisational structure,

Confirming that the Frontex Regulation and the Protocol both apply *mutatis mutandis* to the FOO and to the staff members of the FOO,

Considering that in accordance with Article 5 of Decision No 1/2010 of the Management Board of Frontex, a Seat Agreement has to be concluded between Frontex and the Hellenic Republic in order to ensure in an appropriate way the efficient working conditions and the integrity of the FOO,

Confirming, therefore, that the aforementioned legal documents and facts require certain detailed additional provisions to be agreed and adopted,

Have agreed as follows:

## **Article 1 Definitions**

For the purposes of the present Agreement and of the application of the Protocol:

- (a) All references to the Union shall be read as references to Frontex and to the FOO.
- (b) All references to the officials and other servants of the Union shall be read as references to the staff members of Frontex and the FOO.
- (c) "Staff members of the FOO" means those Frontex staff members that are assigned or seconded by Frontex or by the Member States to the FOO.

## **Article 2 Office Premises**

1. The Hellenic Republic shall offer to the FOO, free of charge, the suitable office premises in Piraeus as defined in a separate Exchange of Letters between Frontex and the Hellenic Ministry of Citizen Protection.
2. The Hellenic Republic shall also offer to the FOO, free of charge, the required power, water, heating/air-condition services as well as the equipment described in the Annex to this Agreement.
3. Office premises of the FOO shall be considered as inviolable in accordance with the Protocol. In particular, they shall be exempt from search, requisition, confiscation or expropriation.
4. Property and assets of the FOO shall not be the subject of any administrative or legal measure of constraint, without the authorization of the Court of Justice of the European Union.
5. The archives of the FOO shall be inviolable.

## **Article 3 Legal Personality and Capacity**

1. Pursuant to Article 15 of the Frontex Regulation on the territory of the Hellenic Republic Frontex shall have legal personality and legal capacity, including, but not limited to, the right to conclude contracts, to acquire and dispose of movable and immovable property and to be party to legal proceedings. The FOO, as an integral part of Frontex organisational structure, has the same capacity in the Hellenic Republic to act on behalf of Frontex.
2. It shall be represented for these purposes by the Head of FOO in accordance with Frontex Internal Rules of Procedure.

#### **Article 4 Security**

Frontex is responsible for the security and maintenance of order within the FOO, including its own security personnel, refusing access to the FOO, installing and operating security systems and devices.

The FOO's security personnel using security equipment shall do it in full compliance with Greek law.

The Hellenic Republic is responsible for the general protection of the FOO and in particular for the security and maintenance of order outside the FOO and in its surroundings. For this purposes the Hellenic Republic provides access control to the closed area where the FOO is located as well as general security for that area.

#### **Article 5 Communications**

The Greek authorities shall take all necessary measures in order to facilitate, within the context of the relevant Greek legislation, the installation by the FOO of any appropriate communications systems.

#### **Article 6 Privileges and Immunities of the FOO**

In addition to the privileges enjoyed in accordance with the Protocol, the FOO also enjoys:

-The right of vessels leased by /belonging to Frontex, to moor free of charge in Greek ports, and of aircrafts leased by/belonging to Frontex to land free of charge at Greek airports.

-The right to purchase fuel, lubricants and spare parts as well as services for vessels, aircrafts and vehicles leased by/belonging to Frontex, free of VAT charges.

#### **Article 7 Privileges and Immunities of the staff members of the FOO**

1. In addition to the privileges and immunities provided for officials of the Union in the Protocol the staff members of the FOO, provided that they do not possess the Greek nationality, shall also enjoy on Greek territory the following protection and status;

- The Head of the FOO enjoys the same immunities and privileges as enjoyed by members of diplomatic staff of a diplomatic mission in Greece in accordance with the 1961 Vienna Convention on Diplomatic Relations.

- All other staff members employed by Frontex in accordance with the Staff Regulations of the European Union, as well as the staff members assigned to FOO as Seconded National Experts, enjoy the same immunities and privileges as enjoyed by members of administrative and technical staff of a diplomatic mission in Greece in accordance with the 1961 Vienna Convention on Diplomatic Relations.

2. VAT exemption will be granted on household articles acquired by the staff members of the FOO falling within this Article, provided such acquisition takes place during the first twelve months of the taking up their duties.

3. Within one month from the entry into force of this Agreement, the FOO will provide the competent Greek authorities with the nominative list of the persons to whom this Article applies. It will update the list by informing these authorities of any departure and/or of any new nomination of persons falling within the above paragraph.

4. The Hellenic Republic, in accordance with the provisions on Headquarters Agreement in the Frontex Regulation, provides best possible conditions to ensure the proper functioning of the FOO, including multilingual, European-oriented schooling.

#### **Article 8 Local personnel**

It is expressly agreed that, if there would be persons locally hired under Greek law by the FOO, they do not fall within the category of staff members of the FOO for the purposes of the present Agreement.

#### **Article 9 Identity cards**

The Protocol Department of the Ministry of Foreign Affairs of the Hellenic Republic registers and provides the staff members of the FOO falling within Article 7, as well as the members of their respective households, with the necessary identity cards. This registering fulfils all registering obligations of foreigners in Greece.

**Article 10**  
**Settlement of disputes**

Any disputes relating to application of this Agreement shall be referred to an ad hoc committee whose members shall be designated by the two parties. In the event of failure to settle, the dispute shall be referred to the Court of Justice of the European Union.

**Article 11**  
**Specific provision on the pilot phase of the FOO**

This Agreement covers the functioning of the FOO for its pilot phase, as well as its possible continuation, based on relevant decision by the Management Board of Frontex. This Agreement does not, however, in any way prejudice the possible decisions of the Management Board of Frontex in this regard.

**Article 12**  
**Entry into force, Duration**

1. This Agreement will enter into force after completion of the constitutional procedures of the Hellenic Republic required to this end. The Hellenic Republic shall notify Frontex of the completion of these procedures and the Agreement shall enter into force on the date of reception of such notification by Frontex.
2. It shall remain in force indefinitely, unless it becomes purposeless due to the Management Board of Frontex decision referred to in Article 11 above.

Done in Piraeus on 2 August 2010, in duplicate, in the English language.

**For the Hellenic Republic**

  
**Michalis Chrisochoidis**  
**Minister of Citizen Protection**

**For Frontex**

  
**Ilkka Laitinen**  
**Executive Director**

## **ANNEX**

### **SERVICES/EQUIPMENT TO BE PROVIDED BY THE GREEK AUTHORITIES**

The Greek authorities shall provide the following for the FOO:

- Office space for FOO (735 sq. m. approx. – 460 sq. m. exclusively for offices) that includes:
  - 4 individual office rooms for the management and seniors
  - 5 office rooms for two people each for the staff
  - Room for Operational Coordination
  - Server room
- 24/7 accessibility to the premises for Frontex staff
- Accessibility to one general meeting room for at least 40 people on the 5. Floor the HCG building.
- Possibility to use the canteen services in the HCG building
- Accessibility to kitchen, toilets and social area
- General reception and security for building of FOO premises
- Parking places for FOO staff
- Maintenance and cleaning of office space
- Security checks for visitors

The Greek authorities shall undertake the following at the expenses of FOO:

- Fit-out works within FOO premises (separate Annex)
- Fixed telephone lines and internet service provider

Frontex is allowed to place necessary stands and logos in front of the building and inside the building.