

**Seat Agreement  
between  
the Government of the Italian Republic and the ICRANET -  
The International Network of Centres for Relativistic  
astrophysics in Pescara**

THE GOVERNMENT OF THE ITALIAN REPUBLIC

and

the International Network of Centres for Relativistic Astrophysics in Pescara  
ICRANET

CONSIDERING the Establishment Agreement of ICRANET with the attached Statute, made in Rome on March 19, 2003;

CONSIDERING THAT, according to the article 2 of the Establishment Agreement, the ICRANET's headquarters are in Pescara ;

INTENDING TO take any measures necessary to assure the settling and functioning of the ICRANET's headquarters;

They convene on the following:

**ARTICLE 1**

1. *Italian Government* stands for The Italian Republic Government;
2. *Icranet* stands for The International Centre for Relativistic Astrophysics Network, which headquarters are in Pescara, Italy;
3. *Establishment Agreement* stands for the Agreement on the Establishment of the International Network of Centres for Relativistic Astrophysics ICRANET in Pescara, with the attached Statute, edited in Rome, March 19, 2003;
4. *Statute* stands for the Statute of ICRANET, attached to the Establishment Agreement;
5. *Headquarters* stands for:

a) all “buildings, rooms and ground” used by ICRANET and referred to in the Agreement between ICRANet and the Municipality of Pescara on November 29, 2005;

b) all “buildings, rooms and ground” that ICRANET will temporary use for its official activities; in this case, the application of the present Agreement regarding the Seat is put into effect only during the period of time while ICRANET is using the above mentioned buildings, rooms and ground. In these cases, ICRANET shall inform the pertinent authorities at least three months in advance if possible and following a procedure to be agreed with the Italian Authorities.

6. *Director* stands for the academic and administrative chair of the ICRANET, as specified in article 9 of the Statute.

7. *Staff* stands for staff members hired by the Director, according to article 9, para. II, letter a), and according to the Staff Rules as mentioned in article 6, letter viii, of the Statute.

## **ARTICLE 2**

1. The Italian Government recognize to ICRANET the juridical personality, especially its juridical power of:

- (a) drawing up contracts;
- (b) acquiring and alienating personal property and real estate;
- (c) being on judgement.

2. The ICRANET will be represented by the Director for what concerns the purposes of the present Agreement.

## **ARTICLE 3**

1. Since the Headquarters of ICRANET in Italy are located in Pescara, as specified in article 2 of the Statute attached to the Establishment Agreement, the Italian Government acknowledges that the Municipality of Pescara will grant to the ICRANET the building located in Piazza della Repubblica n. 10, mentioned in the Agreement signed by ICRANET and the Municipality of Pescara on November 29<sup>th</sup> 2005.

2. Any modifications related to the Headquarters will be communicated by written official letters between the Contractor Parties.

## **ARTICLE 4**

1. The rooms, building and ground used by ICRANET, in addition to the archives, will be inviolable. The competent Italian authorities will not

access the premises of ICRANET to perform their duties without the permission of the Director and only in the modalities agreed with him. In case of fire or any other dangerous situation, the authorities can access the building without the Director's permission if his representatives or him, cannot be immediately reached.

2. The Director of ICRANET shall make sure that the fugitives or wanted persons (wanted by Italian Government or extradited by other Governments) will not take advantage of the premises of ICRANET Center.
3. The Italian authorities will assure free access to the buildings, rooms and grounds used by ICRANET, to the people mentioned in article 11 of the present Agreement.

## **ARTICLE 5**

1. The ICRANET, his assets and properties - anywhere located and assigned to the achievement of its institutional purposes - will be immune from any legal, executive, administrative or judiciary procedure.

i) The ICRANET will not be immune from juridical and executive procedures in the following cases:

- if a third party denounces ICRANET for damages arose from an accident caused by a car, a boat or an airplane owned or used by ICRANET, or for a violation of the traffic, nautical and aeronautical laws by the above vehicles ;
- regarding to contracts of private law, different from the ones drawn up in accordance with the Internal Staff Regulation.
- regarding to counter-claim requests, strictly related to legal actions lead by ICRANET against someone.

## **ARTICLE 6**

1. The Italian Government will have no juridical responsibility for ICRANET activities on the Italian territory, for acts and omissions of ICRANET or its representatives, acting or not as expected by their duties. If the Italian Government will be considered responsible for what above, it shall take his recourse on ICRANET.

## **ARTICLE 7**

1. The ICRANET will be responsible for all the injuries and prejudices caused by its activities in Italy.
2. The ICRANET will take the Italian Government away from any indemnification requests for damages caused to third parties.

3. The ICRANET will stipulate an insurance to cover any civil responsibility to third parties, in order to assure itself from possible damages caused while performing its activities.

## **ARTICLE 8**

1. The ICRANET will be authorized to set up in its headquarters adequate communication systems.
2. The Italian Government will make easier to ICRANET to set up and use the above mentioned communication systems, in the respect of the Italian Law.
3. No official communications addressed to ICRANET or its members, nor any official communication mailed by ICRANET, by any means of transmission, shall be subject to restrictions and its privacy will be respected.

## **ARTICLE 9**

1. The ICRANET, its assets, properties and incomes, wherever situated and possessed by anyone, and related to its activities and institutional purposes, will be national, regional, provincial and municipal duty free.
2. Concerning to the VAT (the value added tax), ICRANET will not have to pay it for high expense purchases of goods and services, related to its official activities. *High expense purchases*, in the present Agreement, refers to those expenses higher than limit set by the national regulation for the international Organizations in Italy.
3. The above exemptions will not put into effect on taxes connected to public services executed by the Italian pertinent authorities to the ICRANET.
4. The ICRANET will be exempted from any custom impediment, duty, prohibition or restriction applied to any kind of good imported or exported during its official activities.
5. The duty free and prohibition free goods, according to the present Agreement, could not be given up or sold to third parties without a prior agreement with the Italian authorities and without the payment of related taxes and contributions. Whenever the above mentioned duties and contributions will be estimated on the goods' value base, they will be calculated on that value at the moment of the transfer, applying the rate in force at that time.
6. The ICRANET shall manage Funds, money or cash as well as any currency bank accounts, in order to achieve its institutional goals.

## **ARTICLE 10**

The ICRANET will be exempted from duties, custom impediment or any other tax and from any prohibition or restriction to the importation of two vehicles and its spare parts, required by its “official activities”. In addition, ICRANET will be exempted from the possession tax on the above-mentioned two vehicles, which will be matriculated in a special series. Fuel and lubricant necessary to those vehicles could be bought or imported without paying duties, in the limits fixed for other international organizations present in Italy.

## **ARTICLE 11**

1. The privileges and immunities are granted by the present Agreement to ICRANET Staff, engaged by the Director, according to article 9, para. II, letter a) of the Statute, in order to assure ICRANET official activities.
2. For the above-mentioned purposes, ICRANET Staff will enjoy the following privileges and immunities:
  - a) Immunity from preventive detention, except in case of the act of the crime requiring an imprisonment not lower than four years; in that case the pertinent Italian authorities dealing with it will immediately inform the Director;
  - b) Immunity from the sequestration or inspection of the personal and official baggage, except for security purposes;
  - c) Jurisdictional immunity for anything said or wrote and for the actions related to their official activities. This immunity will be valid even once left the ICRANET Staff;
  - d) Exemption for the staff not having the Italian citizenship nor the permanent residence in the Italian territory when start working for the ICRANET from any kind of direct taxes on the wages, remunerations and indemnities paid by ICRANET;
  - e) Exemption for the staff not having the Italian citizenship nor the permanent residence in the Italian territory, from any kind of taxation on the incomes proceeding from other Countries outside the Italian Republic;
  - f) Exemption for themselves, their spouse and their dependent family members, from the restrictions on the immigration and from the recording formalities for foreign people;
  - g) The right to import without prohibitions and restrictions- as first settling down, for one year period starting from the moment of their hiring and up to a maximum of two shippings- their own furniture and personal belongings, one vehicle included, bought in their Country and matriculated in a special series;

- h) The right to export without prohibitions and restrictions their own furniture and personal belongings, vehicles included, during the year following their retirement from ICRANET;
  - i) The right for the staff not having the Italian citizenship nor the permanent residence in the Italian territory, to have and manage foreign securities (bonds, stocks...), foreign bank accounts and any other personal property and real estate. The above-mentioned staff shall freely move their own currency and foreign securities out of the Italian Republic.
3. The ICRANET shall inform the Italian authorities whenever a staff member takes work or ends with his duties. The ICRANET will communicate to the Italian authorities a list of the staff and their respective family members at least once a year.
  4. The staff having the above-mentioned privileges and immunities, and their dependent family members, will receive from the Italian authorities a special Identification Card certifying their relationship with the ICRANET, besides the privileges, immunities and facilitations related with their position, as specified in the present article.
  5. The immunities and privileges provided by the present Agreement are granted in the interest of ICRANET and not for personal advantage of its members. The Director has got the power of removing the above-mentioned privileges and immunities from the beneficiaries if he deems it could interfere with the law, unless it damages the interests of the ICRANET.
  6. The ICRANET and its staff will cooperate with the pertinent Italian authorities in order to facilitate the correct course of the Law, to assure the application of the police regulations and to avoid any abuse of the above-mentioned privileges and immunities provided by the present Agreement.
  7. Except for the privileges and immunities granted by the present Agreement, the mentioned beneficiaries must observe the Italian Republic Code, in the respect of the internal affairs of state, which they will not thwart.

## **ARTICLE 12**

1. The Italian Government will assure to the ICRANET the right to convene meetings at its headquarters and in any other Italian location, in cooperation with the related Italian authorities.
2. The Italian Government will make easier the access, the stay and the departure from the Italian Republic of the people below mentioned, which will come to Italy to participate to ICRANET meetings and it will not thwart their transit to/from ICRANET Headquarters, in conformity with the European Community law regulating the access and transit of people in the Schengen Area:
  - a) ICRANET members and their families;

- b) the representatives of the member and non-member States and their family members, visiting the ICRANET's headquarters for official affaires;
  - c) experts visiting ICRANET for official missions;
  - d) the officials of the United Nations, of the special institutions and other Government organizations, of the international institutes and non-Government organizations, visiting the headquarters for official affaires;
  - e) other people invited to the ICRANET's headquarters for official affaires.
3. The Director will first communicate to the Italian Government, by a written list, the names of the people mentioned in the paragraph 2 of the present article.
  4. Any visa necessary to the people mentioned in the paragraph 2 of the present article will be granted to them as soon as possible.
  5. None of the persons mentioned in the paragraph 2 of the present article could be expelled from the Italian Republic, unless they abuse their residence permit during non-official activities.

### **ARTICLE 13**

1. People mentioned in the article 12, paragraph 2, letters b) c) d), which will take part to ICRANET meetings, shall enjoy the following privileges and immunities while performing their official duties, during their travels to and from the meeting place, chosen by ICRANET;
  - a) The jurisdictional immunity for anything said or wrote and for the actions related to their official activities. This immunity will be valid even once left ICRANET Staff;
  - b) The inviolability of any kind of document;
  - c) The right to receive communications by couriers or diplomatic bags.
  - d) The exemption from the restriction on the immigration and recordings of foreign people;
  - e) The same facilities on currency and exchange regulations granted to the foreign Government's representatives during their temporary official missions;
  - f) The same immunities and facilities on the personal and official baggage granted to the same-positioned members of diplomatic missions, except for checks due to security reasons;
2. The immunities and privileges provided by the present Agreement are granted in the interest of the ICRANET and not for the personal advantage of its members, but in order to assure their independence while performing their duties. The Governments have got the power of removing the above-mentioned privileges and immunities from the beneficiaries if necessary to assure the law's course, unless this removal thwarts the purposes of the present Agreement.

## **ARTICLE 14**

1. The ICRANET staff shall choose for its own social security or health insurance:

- a) To join an Assistance and Social Security Fund internal to ICRANET;
- b) To join a private national or foreign Fund chosen by ICRANET;
- c) To join the national social security system of the Italian Republic, as expected by agreements between ICRANET and the pertinent Italian authorities.

3. In the cases mentioned in the previous comma, letters a) and b), the ICRANET will be exempted from the obligatory contributions on social security and health insurance required by the Italian Institutes of Social Security for the payments made by the ICRANET, or anyone else on its behalf, to its personnel.

## **ARTICLE 15**

Any dispute related to the interpretation or application of the present Agreement shall be negotiated by the two Parties. For those disputes that could not be solved in this way, a three (3) Benches Court shall intervene: one (1) appointed by the Director of the ICRANET, one (1) designated by the Italian Government and the third one, acting as Chairperson, chosen by the two first. If the two first judges do not achieve an Agreement on the choice of the third judge within six months from their election, the above-mentioned third one will be designated by the President of the International Court of Justice, on demand of one of the two Parties. The arbitral decision will be the executive one.

## **ARTICLE 16**

The present Agreement will come into force at the moment of the exchange between the two Parties of the notes, certifying the fulfilment of the formalities provided by the respective Systems, and it shall stay in force until the ICRANET headquarters will be located in the Italian Republic.

For ICRANET  
Remo Ruffini

For the Italian Republic  
Gherardo La Francesca