



ΚΥΠΡΙΑΚΗ ΔΗΜΟΚΡΑΤΙΑ
ΥΠΟΥΡΓΕΙΟ ΕΣΩΤΕΡΙΚΩΝ



Support is our Mission

AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF CYPRUS
AND
THE EUROPEAN ASYLUM SUPPORT OFFICE

FOR THE HOSTING OF
THE EASO OPERATIONAL OFFICES IN THE REPUBLIC OF CYPRUS

The Government of the Republic of Cyprus, hereinafter referred to as 'Cyprus', and the European Asylum Support Office, hereinafter referred to as 'EASO' or 'the Agency';

HAVING REGARD to the Treaty on the European Union, in particular Protocol No 7 on the Privileges and Immunities of the European Union annexed to the Treaty on the European Union (hereinafter 'the Protocol'), the Treaty on the Functioning of the European Union and the Treaty establishing the European Atomic Energy Community;

HAVING REGARD to Regulation (EU) No 439/2010 of the European Parliament and of the Council of 19 May 2010 establishing the European Asylum Support Office (hereinafter referred to as the 'EASO Founding Regulation');

HAVING REGARD to the Management Board Decision No 31 of 22/09/2016 'setting up EASO operational offices and conditions of staff outside Headquarters', providing the EASO Executive Director the mandate to conclude hosting arrangements with each of the Member States hosting EASO Operational Offices;

WHEREAS Cyprus has requested the Agency for deployment of Asylum Support Teams as per Article 13 of the EASO Founding Regulation;

WHEREAS Cyprus and the Agency concluded a Special Support Plan in June 2014, as per Article 18 of the EASO Founding Regulation, setting out in detail the conditions for deployment of the Asylum Support Teams, and was extended via amendments concluded in 2015, 2016 and 2017. In December 2017 EASO and Cyprus signed a new agreement extending the Special Support Plan until 31 January 2019, with additional amendments to its tasks. In December 2018, EASO and Cyprus signed an Operational and Technical Assistance Plan, valid until 31 December 2019 (hereinafter referred to as the 'Operating Plan');

WHEREAS for the purpose of implementing the Operating Plan and deployment of the Asylum Support Teams, EASO Operational Offices should be set up for the duration of the deployment;

WHEREAS as per Article 20 of the EASO Founding Regulation the Union Contact Point shall act on behalf of the Agency in all aspects of the deployment of the Asylum Support Teams, and in particular in relation to those acts outlined in its Paragraph 2;

WHEREAS Article 38 of the EASO Founding Regulation provides that the Staff Regulations of Officials ('SR') and the Conditions of Employment of Other Servants of the European Union ('CEOS') laid down by the Regulation (EEC, EURATOM, ECSC) No 259/1968, and the rules adopted jointly by the institutions of the European Union for the purposes of the application of those Staff Regulations and Conditions of Employment, shall apply to the staff of the Agency;

WHEREAS Article 39 of the EASO Founding Regulation provides that Protocol (No 7) on the privileges and immunities of the European Union (hereinafter referred to as 'Protocol') shall apply to the Agency and to its staff;



WHEREAS further administrative provisions must be agreed for the implementation of the Protocol, in particular to lay down conditions concerning the privileges, immunities, facilities, and services of and related to the Agency and its staff in the territory of Cyprus as necessary for the fulfilment of the purposes of the EASO Operational Offices;

INTENDING to take all necessary steps to guarantee the best legal and material conditions for installing and running the EASO Operational Offices in Cyprus;

HAVE AGREED AS FOLLOWS:

Article 1 Definitions

- a) 'Agreement' means this Agreement between Cyprus and the European Asylum Support Office on the hosting of the EASO Operational Offices and any future amendments to the Agreement;
- b) 'host State' means Cyprus where the EASO Operational Offices will be located;
- c) 'the Agency' means the European Asylum Support Office established by Regulation (EU) No 439/2010 of the European Parliament and of the Council of 19 May 2010;
- d) 'the EASO Operational Offices' mean the offices established for the purpose of implementation of the Operating Plan and deployment of the Asylum Support Teams, including a head office and one or more sub-offices. The EASO Operational Offices form an integral part of the EASO organisational structure, where the head office is sub-ordinated directly to the EASO Headquarters with its seat in Malta, and the sub-offices are sub-ordinated directly to the head office;
- e) 'Operating Plan' means the current and successive Operating Plans, Special Support Plans, or Operational and Technical Assistance Plans, concluded with the host State as per Article 18 of the EASO Founding Regulation, setting out in detail the conditions for deployment of the Asylum Support Teams in the host State;
- f) 'Staff Regulations and the CEOS' means the Staff Regulations of Officials of the European Union and the Conditions of Employment of the Other Servants of the European Union, laid down by Council Regulation (EEC, Euratom, ECSC) No 259/68;
- g) 'Parties' means the Agency and the host State;
- h) 'Vienna Convention' means the Vienna Convention on Diplomatic Relations of 18 April 1961;
- i) 'Head of the Agency' means the Executive Director of the Agency;
- j) 'Union Contact Point' means the person designated by the Head of the Agency for coordination purposes and to act on behalf of the Agency in all aspects of the deployment of Asylum Support Teams, and in particular in relation to the matters outlined in Article 20(2) of the EASO Founding Regulation;
- k) 'Asylum Support Team' means the team deployed in the territory of Cyprus for a limited time on the basis of an Operating Plan as referred to in Article 18 of the EASO Founding Regulation, and may

be composed of: Member States experts; Associate Countries experts; EASO staff members; seconded national experts; and experts on contract.

l) 'Member States expert' means the expert made available for the Asylum Support Team by an EU Member State via a national expert pool on the basis of defined profiles, as per Article 15 of the EASO Founding Regulation;

m) 'Associate Countries expert' means the expert made available for the Asylum Support Team by an associate country, as referred to in Article 49 of the EASO Founding Regulation, with which the European Union has an arrangement in place on the modalities of its participation in the European Asylum Support Office. Currently such arrangements have been concluded with the Kingdom of Norway, Principality of Liechtenstein, the Swiss Confederation, and the Republic of Iceland.

n) 'EASO staff' or 'EASO staff member' means personnel employed by the Agency, subject to the Staff Regulations and the CEOS, including the Union Contact Point;

o) 'seconded national experts' means personnel employed by an EU/associate country national, regional or local public administration or a public intergovernmental organisation and seconded to the Agency, providing support to the EASO Operational Offices;

p) 'expert on contract' means the individual providing services in relation to the operating plan, within the context of a public contract concluded between the Agency and the legal entity with which the individual has an employment and/or contractual relationship;

q) 'members of the household' means:

(i) a spouse of an EASO staff member, irrespective of his/her nationality and/or sex;

(ii) a stable non-marital partner of an EASO staff member, under the conditions laid down in Article 1(2)(c) of Annex VII to the Staff Regulations and the CEOS, irrespective of his/her nationality and/or sex;

(iii) any dependent child as defined in Article 2(2) of Annex VII to the Staff Regulations and the CEOS;

(iv) any person whom a staff member has a legal responsibility to maintain and whose maintenance involves heavy expenditure under the conditions set out in Article 2(4) of Annex VII to the Staff Regulations and the CEOS;

r) 'premises' means buildings, parts of buildings and areas, including installations and facilities of the EASO Operational Offices made available to, maintained, occupied or used by the Agency in the host State in connection with its functions and purposes;

s) 'property' means all property (be it material, real, or intellectual), assets, and funds belonging to the Agency or held, administered or otherwise used by the EASO Operational Offices in connection with its functions and purposes;

t) 'Ministry of Interior' means the Ministry of Interior of the host State;

u) 'Ministry of Foreign Affairs' means the Ministry of Foreign Affairs of the host State;

v) 'competent authorities' means national, provincial, municipal and other official authorities under the laws, regulations and customs of the host State;

w) 'Protocol' means Protocol No 7 on the Privileges and Immunities of the European Union annexes to the Treaty on the European Union, the Treaty on the Functioning of the European Union and the Treaty establishing the European Atomic Energy Community.

Article 2
Object and purpose

This Agreement shall implement the Protocol and regulate other matters relating to or arising out of the establishment and the proper and continuous functioning of the EASO Operational Offices in the host State for the purpose of the Operating Plan. It shall, *inter alia*, create conditions conducive to the stability and independence of the EASO Operational Offices and facilitate its smooth and efficient functioning.

Article 3
Legal status and personality

(1) According to Article 40 of the EASO Founding Regulation the Agency is a Body of the European Union Agency and shall have legal personality. It enjoys the most extensive legal capacity accorded to legal persons under the laws of the host State. It may, in particular, acquire or dispose of movable and immovable property and may be party to legal proceedings. The Agency is represented by its Executive Director.

(2) The EASO Operational Offices shall not have separate legal personality, but shall form an integral part of the Agency and its organisational structure. It shall be sub-ordinated directly to the Agency with its Headquarters in Malta (Valletta Harbour), from which it shall take instructions and report to.

Article 4
Application of the Protocol

(1) The Protocol shall apply to the Agency and the EASO staff members assigned to the EASO Operational Offices in Cyprus.

(2) Members of the household of EASO staff shall enjoy the privileges and immunities as set forth in this Agreement.

(3) All references in the Protocol to the European Union shall be understood as references to the Agency, for the purposes of this Agreement. All references in the Protocol to officials and other servants of the European Union should be understood as references to EASO staff of the Agency, for the purposes of this Agreement.

Article 5
Premises of the EASO Operational Offices

(1) The head office of the EASO Operational Offices shall have its seat in Nicosia, Cyprus. The location of the sub-offices shall be agreed upon between both Parties.



(2) The Agency shall be exclusively entitled to display signs, plaques, flags, and emblems on the premises of the EASO Operational Offices and on its means of transport as it deems appropriate.

Article 6

Inviolability of the premises

(1) The premises shall be inviolable. They shall be exempt from search, requisition, confiscation, expropriation or any form of seizure. The competent authorities shall ensure that the Agency is not dispossessed and/or deprived of all or any part of its premises without its express consent.

(2) The competent authorities shall not enter the premises to perform any official duty, except with the express consent, or at the request of the Head of the Agency, or the Union Contact Point. The service of judicial and extrajudicial documents at the premises of the Agency and of any other procedural instruments relating to a cause of action against the Agency shall not constitute a breach of inviolability.

(3) The property and assets of the Agency shall be inviolable. Any administrative or legal measure of enforcement, whether by executive, administrative, judicial or legislative action may only be taken with the authorisation of the Court of Justice of the European Union.

(4) The execution of judicial measures concerning the seizure of private property of an EASO staff cannot be enforced on the premises except with the consent of, and in accordance with the conditions approved by the Head of the Agency, or the Union Contact Point.

(5) The archives of the Agency as well as all documents and data belonging to the Agency or held by it, wherever located, shall be inviolable.

(6) In case of fire or other emergency requiring prompt protective action, or in the event that the competent authorities have reasonable cause to believe that such an emergency has occurred or is about to occur on the premises that requires protective action, the consent of the Head of the Agency, or the Union Contact Point, to any necessary entry into the premises shall be presumed if neither of them can be contacted in time.

(7) Subject to paragraphs 1, 2, 3 and 4 of this Article, the competent authorities shall take the necessary action to protect the premises against fire or other emergency which could constitute a danger for public health and safety.

(8) The Agency shall prevent its premises from being used as a refuge by persons who are avoiding arrest or the proper administration of justice under any law of the host State.

Article 7

Security and protection of the premises and their vicinity

(1) The host State shall exercise due diligence to ensure that the security and tranquillity of the premises are not impaired by any person or group(s) of persons attempting unauthorised entry into or onto the premises or creating disturbances in the immediate vicinity. As may be required for this purpose, the host State shall provide adequate police protection on the boundaries and in the vicinity of the premises.

(2) In accordance with Article 8, paragraph 1, the Agency may adopt internal rules and procedures necessary to ensure security and maintenance of good order inside the premises. The Agency may, in particular, refuse access to its premises or expel any person considered undesirable from its premises.

(3) The Agency may appoint security guards and bodyguards to protect its premises, EASO staff and visitors, in accordance with the laws and regulations of the host State.

Article 8

Law and authority on the premises

(1) The premises shall be under the control and authority of the Agency as provided for in this Agreement.

(2) Except as otherwise provided in this Agreement and/or in the applicable European Union legal framework, the laws and regulations of the host State shall apply on the premises. The Agency shall promptly inform the host State of any newly adopted European Union regulations and rules which would apply to the premises.

Article 9

Cost and public services for the premises

(1) The competent authorities will take appropriate steps to ensure, upon the request of the Union Contact Point, on fair and equitable conditions, the public services needed by the EASO Operational Offices such as, but not limited to, postal, telephone, telegraphic services, any means of communication, electricity/energy, water, gas, sewage, collection of waste, fire protection, local transportation and cleaning of public streets.

(2) In cases where the services referred to in paragraph 1 of this Article are made available to the EASO Operational Offices by the competent authorities, or where the prices thereof are under their control, the rates for such services shall not exceed the lowest comparable rates accorded to essential agencies and organs of the host State.

(3) In case of any interruption or threatened interruption of any such services, the EASO Operational Offices shall be accorded the priority given to essential agencies and organs of the host State, and the host State shall take steps accordingly to ensure that the work of the EASO Operational Offices is not prejudiced.

(4) Upon request of the competent authorities, the Union Contact Point shall make suitable arrangements to enable duly authorised representatives of the appropriate public services to inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers on the premises under conditions which shall not unreasonably disturb the carrying out of the functions of the EASO Operational Offices.

(5) Underground constructions may be undertaken by the competent authorities on the premises only after consultation with the Union Contact Point and under conditions which shall not disturb the carrying out of the functions of the Agency.



Article 10
Official communications and transmission of documents

- (1) The host State shall permit and protect unrestricted official communication related to the operation of the EASO Operational Offices.
- (2) The official communications and transmission of all the documents related to the operation of the EASO Operational Offices shall be treated in a manner equivalent to that accorded by the host State to diplomatic missions.
- (3) No official communication addressed to the EASO Operational Offices or any member of the Asylum Support Team, or any communication emanating from the EASO Operational Offices, in whatever form or by whatever means of transmission, may be subject of any restriction of any kind, nor may its confidential nature be prejudiced. This protection extends in particular to publications, internet content, magnetic and optical tapes and disks, pictures, films or any other visual or sound recording.

Article 11
Funds, assets, and other property

- (1) The Agency, its funds, assets and other property of the Agency, wherever located and by whomsoever held, shall enjoy immunity from every form of legal proceedings in the host State.
- (2) Funds, assets and other property of the Agency, wherever located and by whomsoever held, shall, in the host State, be immune from search, seizure, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.
- (3) The Head of the Agency may waive the immunity from jurisdiction in respect of legal proceedings of the funds, assets and other property of the Agency. Such a waiver shall not be held to imply waiver of immunity in respect of the execution of the judgement, for which a separate waiver shall be necessary.
- (4) To the extent necessary to carry out the functions of the Agency, funds, assets and other property of the Agency, wherever located and by whomsoever held, shall be exempt from restrictions, regulations, control or moratoria of any nature, except as provided for in this Agreement.

Article 12
Exemption from taxes

- (1) The Agency is exempt from any national, regional or municipal direct taxes and all administrative fees with regard to the premises it owns or rents, its assets, revenues and other property.
- (2) The Agency is exempt from the payment of any national, regional or municipal indirect taxes and sales taxes on the supply of goods and services (including those on the consumption of gas, electricity and any type of fuel) for official use by the Agency, provided that the value including tax is not less than [300] €.
- (3) The Agency is exempt from value added tax. The Agency shall submit all invoices paid that include value added tax to the competent authority in Cyprus which shall repay the amount of value added

tax received within no more than six (6) months after receiving the duly substantiated request for tax recovery. The host State reserves the possibility to transfer from the method of reimbursement of value added tax to direct tax-exemption without any amendment to this Agreement.

(4) No exemption shall be granted in respect of taxes and dues which amount merely to charges for public utility services.

Article 13
Customs duties, imports and exports

(1) The Agency shall be exempt from all customs duties, prohibitions and restrictions on imports and exports in respect of articles intended for its official use.

(2) Articles so imported shall not be disposed of, whether or not in return for payment, in Cyprus or the internal market without prior approval of the Government of Cyprus.

(3) The Agency shall also be exempt from any customs duties and any prohibitions and restrictions on imports and exports in respect of its publications.

Article 14
Diplomatic bags

Documents and articles for official use of the EASO Operational Offices may be imported, exported or transferred in the form of luggage in line with the established procedures for diplomatic luggage of diplomatic representations of other countries in Cyprus.

Article 15
Vehicles of the Agency

(1) The Agency is exempt from any taxes, duties and any import restrictions on vehicles and other technical equipment intended for the official use of the Agency and on spare parts for these.

(2) Vehicles intended for the official use of the Agency shall be registered under a special series similar to the registration of vehicles used by the diplomatic missions accredited to Cyprus.

(3) The Agency may freely dispose of these vehicles [four] years after they were purchased without any prohibition or restriction and without any customs or other duty and taxes.

Article 16
Entry, stay and departure

(1) Without prejudice to the applicable rules of the European Union with regard to citizens of a Member State of the European Union, the European Economic Area, or Switzerland or their family members, the authorities of Cyprus shall take appropriate measures to facilitate the entry into, stay in and exit from its territory of the following persons, irrespective of their nationality: members of the Management Board, the Head of the Agency, Union Contact Point, Member State experts, Associate Countries expert, EASO staff, seconded national experts, as well as the members of the family forming part of the household of the Head of the Agency, and the staff.



(2) Visas, when needed by the persons referred to in paragraph 1 and any other necessary authorisations shall be issued to such persons free of charge and as promptly as possible. The Agency shall notify the competent authority of Cyprus about visa applications prior to lodging them at the respective Cyprus consulates.

Article 17

Privileges, immunities and facilities of EASO staff deployed at the EASO Operational Offices

(1) In accordance with the provisions of Articles 11 to 15 of the Protocol, it has been agreed in particular that the EASO staff of the Agency deployed at the EASO Operational Offices:

(i) Enjoy immunity from jurisdiction as regards acts carried out by them in their official capacity, including their spoken and written statements. This immunity shall continue after cessation of their functions;

(ii) Are exempt from national taxes on salaries, wages and emoluments paid by the Agency;

(iii) Are exempt from any compulsory contribution to the national social security system, without prejudice to the provisions laid down in the Staff Regulations and conditions of Employment of other servants of the European Union as per Article 21 of this Agreement.

(iv) Enjoy the facilities usually granted to officials of international organisations as regards exchange regulations;

(v) Have the right to import from their last country of residence or from the country of which they are nationals, free of duty and without prohibitions or restrictions, in respect of initial establishment, within two years of taking up their appointment with the Agency furniture and personal effects, including motor vehicles, which shall be registered under a special series;

(vi) Have the right to export, during a period of [three] years as from the date of cessation of functions at the Agency, without prohibitions or restrictions, furniture and personal effects, including vehicles they use and which are in their possession. The [three] years referred to in this paragraph shall be a maximum limit and are only to be used exceptionally.

(2) In addition to the privileges and immunities specified in paragraph 1, the Union Contact Point and the members of his/her family forming part of his household, provided they are not Cypriot nationals or have held permanent residence status before being employed by the Agency, shall be accorded, in Cyprus the privileges and immunities, exemptions and facilities accorded to the heads of diplomatic missions and the members of their family in accordance with the Vienna Convention.

(3) EASO staff, and their household members shall have access to all the public services provided by Cyprus, including medical services, schooling services, child care services and rental rights without discrimination in relation to nationals of Cyprus.

Article 18

Member States experts, Associated Countries experts and Seconded national experts

(1) Any emoluments, allowances and other payments that are paid by the Agency to the experts shall be exempt from taxation in the host State.

(2) The experts shall be accorded immunity from legal proceedings in respect of words spoken or written and all acts performed by them in their official capacity for the Agency. This immunity shall continue after the cessation of their assignment.

(3) Paragraph 3 of Article 17 of this Agreement shall apply *mutatis mutandis* to the Member States experts, Associated Countries experts and Seconded national experts.

Article 19

Civil liability related to the deployment of the Asylum Support Teams

(1) In accordance with Article 21 of the EASO Founding Regulation, where members of the Asylum Support Teams are operating in Cyprus, the latter shall be liable in accordance with its national law for any damage caused by them during the implementation of the Operating Plan.

(2) In case of Member States experts, where such damage is caused by gross negligence or wilful misconduct, Cyprus may approach the Member State of the expert in question (hereinafter referred to as 'home Member State') in order to have any sums it has paid to the victims or persons entitled on their behalf reimbursed by the home Member State. In this respect, Cyprus also recognises and accepts paragraphs 3 and 4 of Article 21 of the EASO Founding Regulation.

Article 20

Criminal liability related to the deployment of the Asylum Support Teams

In accordance with Article 22 of the EASO Founding Regulation, during the deployment of the Asylum Support Team, members of the Asylum Support Team shall be treated in the same way as the officials of Cyprus with regard to any criminal offences that might be committed against them or by them.

Article 21

Social Security

(1) EASO staff members and members of the household are covered by the EU social security system, the Staff Regulations and CEOS and consequently shall be exempt from compulsory social security contributions in the host State. This exemption applies to members of the household unless they take up gainful activity in the host State outside the Agency.

(2) Provided that they are not covered by the social security system of the host State, and for as long as they remain covered by the social security system of the country from which they are seconded to the Agency, seconded national experts shall be exempt from all compulsory contributions to the social security system of the host State.

(3) The second paragraph shall apply *mutatis mutandis* to the Member States experts and Associated Countries experts.

(4) The Agency shall be exempt from any compulsory contributions to social security schemes in the host State for EASO staff members, members of their household, Member States experts, Associated Countries experts and seconded national experts.



Article 22

Notification of appointments, identity cards

- (1) In order to facilitate the entry and stay of the persons mentioned below the Agency shall promptly after the date of their appointment or of their arrival in the host State, inform the competent authorities of the presence of EASO staff members, and members of their household;
- (2) The competent authorities shall issue [a special identity card] which shall serve to identify the holder in relation to the competent authorities to the EASO staff members assigned to serve in the EASO Operational Offices in the host State, and their members of the household;
- (3) With respect to the persons referred to in paragraph 1 of this Article, the Agency shall promptly notify the competent authorities of the termination of their functions, their final departure or the termination of their involvement with the EASO Operational Offices. At the final departure of the persons referred to in paragraph 1 of this Article or when these persons have ceased to perform their functions, the identity card referred to in paragraph 2 of this Article shall be returned promptly to the competent authorities.

Article 23

Employment of members of the household of EASO staff members

- (1) Without prejudice to the applicable rules of the European Union with regard to citizens of a Member State of the European Union, the European Economic Area, or Switzerland or their family members, members of the household of an EASO staff member, irrespective of nationality and/or sex, shall be authorised to engage in gainful employment in the host State for the duration of the term of office of the EASO staff member concerned.
- (2) Members of the household of an EASO staff member who obtain gainful employment shall enjoy, under this Agreement, no immunity from criminal, civil or administrative jurisdiction with respect to matters arising in the course of or in connection with such employment. However, any measures of execution shall be taken without infringing the inviolability of their person or of their residence, if they are entitled to such inviolability.
- (3) The employment referred to in paragraph 1 of this Article shall be in accordance with the legislation of the host State, including fiscal and social security legislation.

Article 24

Waiver of immunities

- (1) The privileges and immunities granted by the Protocol are conferred solely in the interest of the Agency and the Union, and not for the personal benefit of the individuals themselves.
- (2) The Head of the Agency shall waive the immunity accorded to a member of staff of the Agency wherever the Head of the Agency considers that the waiver of such immunity is not contrary to the interests of the Agency or the Union.



(3) The Management Board of the Agency shall waive the immunity accorded to the Head of the Agency wherever it considers that the waiver of such immunity is not contrary to the interests of the Agency or the Union.

Article 25 Communication

(1) All communication in relation to the Agreement shall be done in writing between authorised representatives of the Parties.

(2) The Parties shall designate and inform each other of their respective appropriate contact points responsible for the implementation of the Agreement.

Article 26 Applicable law

European Union law applies to the Agreement supplemented by the national law of the host State where there are no relevant provisions of European Union law.

Article 27 Settlement of disputes

(1) All disputes relating to the interpretation or application of the Agreement shall, where possible, be settled amicably by direct negotiations between the Parties.

(2) Any dispute relating to the interpretation or application of the Agreement not solved by direct negotiations shall be examined by an ad hoc group consisting of four members, two of whom shall be appointed by each of the two Parties, at the request of the Party initiating the dispute resolution. The appointment of members shall take place no later than 15 calendar days following the request. The ad hoc group shall hear the dispute no later than 15 calendar days after its appointment and deliver its opinion in writing no later than 30 calendar days after the hearing.

(3) In the event of failure to settle a dispute in accordance with the procedure set out in the previous paragraphs, each Party may refer the dispute to the Court of Justice of the European Union, having given the other Party two month notice in advance of its intention of referring the matter to the Court.

Article 28 Amendments

This Agreement may be amended by mutual written consent by the Parties. Such amendments shall enter into force on the date of signature by both Parties.

Article 29 Interpretation of the Agreement

(1) This Agreement is signed in two copies, in English, one for each Party.



(2) Following signature of the Agreement, an official translation in the Greek language shall be provided by the Agency to Cyprus.

(3) Should in a dispute concerning its interpretation appear that the two language versions may be interpreted in a different manner the interpretation of the English language version shall prevail.

Article 30
Entry into force and termination

(1) This Agreement shall enter into force on the date of signature by both Parties.

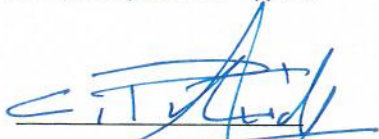
(2) Either Party may terminate the Agreement at any time with 12 months' notice by means of a written notification, following which the EASO Operational Offices shall be dissolved.

(3) Relevant provisions in this Agreement shall remain in force as may be applicable in connection with the orderly termination of the operations of the EASO Operational Offices at its premises in the host State and the disposition of its property therein, as well as provisions granting immunity from legal process of every kind in respect of words spoken or written or all acts performed in an official capacity under this Agreement.

IN WITNESS WHEREOF, the undersigned, duly authorised thereto, have signed this Agreement.

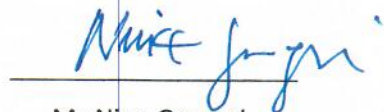
DONE at Nicosia, on Thursday 19th September 2019

For the Republic of Cyprus



Mr. Constantinos Petrides
Minister of Interior of the
Republic of Cyprus

For the European Asylum Support Office



Ms Nina Gregori
Executive Director

