



2024/2552

1.10.2024

**AGREEMENT BETWEEN THE EUROPEAN UNION AND THE REPUBLIC OF MOZAMBIQUE ON
THE STATUS OF THE EUROPEAN UNION MILITARY TRAINING MISSION IN MOZAMBIQUE
(EUTM Mozambique)**

THE EUROPEAN UNION, hereinafter referred to as 'the EU',

of the one part, and

THE REPUBLIC OF MOZAMBIQUE, hereinafter referred to as 'the Host State',

of the other part,

hereinafter jointly referred to as 'the Parties',

TAKING INTO ACCOUNT:

the letter by the President of the Republic of Mozambique to the High Representative of the Union for Foreign Affairs and Security Policy of 3 June 2021 welcoming the deployment of a European Union non-executive Common Security and Defence Policy Mission in Mozambique,

the letter by the President of the Republic of Mozambique to the High Representative of the Union for Foreign Affairs and Security Policy of 27 August 2021 granting EUTM Mozambique and its staff privileges and immunities, pending the conclusion of an agreement on the status of the mission in Mozambique,

Council Decision (CFSP) 2021/1143 on a European Union military training mission in Mozambique ⁽¹⁾,

the fact that this Agreement does not affect the Parties' rights and obligations under international agreements and other instruments establishing international courts and tribunals,

HAVE AGREED AS FOLLOWS:

Article 1

Scope and definitions

1. This Agreement shall apply to the European Union Military Training Mission in Mozambique (EUTM Mozambique) and its personnel.
2. This Agreement shall apply only within the territory of the Host State.
3. For the purpose of this Agreement:
 - (a) 'EUTM Mozambique' shall mean the EU military headquarters and national contingents contributing to the mission, their equipment and their means of transport;
 - (b) 'mission' shall mean the preparation, establishment, execution and support of EUTM Mozambique;
 - (c) 'EU Mission Force Commander' shall mean the Commander of EUTM Mozambique in the theatre of the mission;
 - (d) 'EU military headquarters' shall mean the military headquarters and elements thereof, whatever their location, under the authority of EU military commanders exercising the military command or control of EUTM Mozambique;
 - (e) 'national contingents' shall mean units and elements belonging to the Member States of the EU and to other States participating in EUTM Mozambique;
 - (f) 'EUTM Mozambique personnel' shall mean the civilian and military personnel assigned to EUTM Mozambique as well as personnel deployed for the preparation of the mission and personnel travelling for a Sending State or an EU institution in the framework of the mission, present, except as otherwise provided in this Agreement, within the territory of the Host State, with the exception of personnel employed locally and personnel employed by international commercial contractors;

⁽¹⁾ OJ EU L 247, 13.7.2021, p. 93.

- (g) 'personnel employed locally' shall mean personnel who are nationals of, or permanently resident in, the Host State;
- (h) 'EUTM Mozambique facilities' shall mean all premises, accommodation and land required for EUTM Mozambique and EUTM Mozambique personnel;
- (i) 'Sending State' shall mean a State providing a national contingent for EUTM Mozambique.

Article 2

General provisions

1. EUTM Mozambique and EUTM Mozambique personnel shall respect the laws and regulations of the Host State and shall refrain from any action or activity incompatible with the objectives of the mission.
2. EUTM Mozambique shall regularly inform the Host State of the number of EUTM Mozambique personnel stationed within the Host State's territory.

Article 3

Identification

1. EUTM Mozambique personnel, moving within the Host State, shall carry their respective Identity Cards, such as passports or other identification documents provided by the Host State, and must present them to the authorities whenever requested.
2. EUTM Mozambique vehicles, aircraft, vessels and other means of transport shall carry distinctive EUTM Mozambique identification markings and/or registration plates, of which the relevant Host State authorities shall be notified.
3. EUTM Mozambique shall have the right to display the flag of the European Union and markings such as military insignia, titles and official symbols, on its facilities, vehicles and other means of transport. The uniforms of EUTM Mozambique personnel shall carry a distinctive EUTM Mozambique emblem. National flags or insignia of the constituent national contingents of the mission may be displayed on the EUTM Mozambique facilities, vehicles and other means of transport and uniforms, as decided by the EU Mission Force Commander.

Article 4

Border crossing and movement within the Host State's territory

1. EUTM Mozambique personnel shall enter the Host State's territory only on presentation of a passport. They shall be exempt from visa fees, and immigration inspections, without prejudice to the entry and exit registration and customs control on entering, leaving or within the Host State's territory.
2. EUTM Mozambique personnel shall be exempt from the Host State's regulations on the registration and control of aliens, but shall not acquire any right to permanent residence or domicile within the Host State's territory.
3. EUTM Mozambique assets and means of transport entering, transiting or exiting the Host State's territory in support of the mission shall be exempt from any requirement to produce inventories or other customs documentation, and from any inspection.
4. EUTM Mozambique personnel may drive motor vehicles and operate aircraft within the Host State's territory provided they have valid national, international or military driving licences or pilot licences, as appropriate. The Host State shall accept as valid, without tax or fee, driving licences or permits carried by EUTM Mozambique personnel.
5. For the purpose of the mission, the Host State shall grant EUTM Mozambique and EUTM Mozambique personnel freedom of movement and freedom to travel within its territory, including its air space.
6. For the purpose of the mission, EUTM Mozambique may carry out within the Host State territory, including its air space, any exercise or practice with weapons.

7. For the purpose of the mission, EUTM Mozambique may use public roads, bridges, ferries and airports without the payment of duties, fees, tolls, taxes and similar charges. EUTM Mozambique shall not be exempt from reasonable charges for services requested and received, under the conditions that apply to those provided for the Host State's armed forces.

Article 5

Privileges and immunities of EUTM Mozambique granted by the Host State

1. EUTM Mozambique facilities shall be inviolable. The Host State's agents shall only enter the premises with the consent of the EU Mission Force Commander.
2. EUTM Mozambique facilities, their furnishings and other assets therein as well as its means of transport shall be immune from search, requisition, attachment or execution.
3. EUTM Mozambique, its property and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process.
4. EUTM Mozambique's archives and documents shall be inviolable at any time, wherever they may be.
5. The official correspondence of EUTM Mozambique shall be inviolable. Official correspondence means all correspondence relating to the mission and its functions.
6. In respect of purchased and imported goods, services provided and facilities used by EUTM Mozambique for the purposes of the mission, EUTM Mozambique, as well as those of its providers or contractors who are not nationals of the Host State, shall be exempt from all national, regional and communal dues, taxes and charges of a similar nature. EUTM Mozambique shall not be exempt from dues, taxes or charges that represent payment for services rendered.
7. The Host State shall permit the entry of articles, military vehicles, military equipment and products for the mission and grant them exemption from all customs duties, fees, tolls, taxes and similar charges other than charges for storage, cartage and other services rendered.

Article 6

Privileges and immunities of EUTM Mozambique personnel granted by the Host State

1. EUTM Mozambique personnel shall not be liable to any form of arrest or detention.
2. Papers, correspondence and property of EUTM Mozambique personnel shall enjoy inviolability, except in the case of measures of execution which are permitted pursuant to paragraph 6.
3. EUTM Mozambique personnel shall enjoy immunity from the criminal jurisdiction of the Host State under all circumstances.
4. The immunity from criminal jurisdiction of EUTM Mozambique personnel may be waived by the Sending State or EU institution concerned, as the case may be. Such waiver must always be express.
5. EUTM Mozambique personnel shall enjoy immunity from the civil and administrative jurisdiction of the Host State in respect of words spoken or written and all acts performed by them in the exercise of their official functions. If any civil proceeding is instituted against EUTM Mozambique personnel before any Host State court, the EU Mission Force Commander and the competent authority of the Sending State or EU institution shall be notified immediately. Prior to initiation of the proceeding before the court, the EU Mission Force Commander and the competent authority of the Sending State or EU institution shall certify to the court whether the act in question was committed by EUTM Mozambique personnel in the exercise of their official functions.
6. If the act was committed in the exercise of official functions, the proceeding shall not be initiated and the provisions of Article 15 shall apply. If the act was not committed in the exercise of official functions, the proceeding may continue. The certification by the EU Mission Force Commander and the competent authority of the Sending State or EU institution is binding upon the jurisdiction of the Host State, which may not contest it.
7. The initiation of proceedings by EUTM Mozambique personnel shall preclude them from invoking immunity from jurisdiction in respect of any counter-claim directly connected with the principal claim.

8. EUTM Mozambique personnel are not obliged to give evidence as witnesses.
9. No measures of execution may be taken in respect of EUTM Mozambique personnel, except in the case where a civil proceeding not related to their official functions is instituted against them. Property of EUTM Mozambique personnel, which is certified by the EU Mission Force Commander to be necessary for the fulfilment of their official functions, shall be free from seizure for the satisfaction of a judgment, decision or order. In civil proceedings, EUTM Mozambique personnel shall not be subject to any restrictions on their personal liberty or to any other measures of constraint.
10. The immunity of EUTM Mozambique personnel from the jurisdiction of the Host State does not exempt them from the jurisdictions of the respective Sending States.
11. EUTM Mozambique personnel shall, with respect to services rendered for EUTM Mozambique, be exempt from social security provisions which may be in force in the Host State.
12. EUTM Mozambique personnel shall be exempt from any form of taxation in the Host State on the salary and emoluments paid to them by EUTM Mozambique or the Sending States, as well as on any income received from outside the Host State.
13. Members of EUTM Mozambique personnel shall be subject to payment of customs duties, taxes, and related charges on articles for their personal use, with the exception of items already in their possession on entry to the Host State's territory and essential supplies. They are not exempt from payment of charges for storage, cartage and similar services for their personal use.
14. The personal baggage of EUTM Mozambique personnel shall be exempt from inspection, unless there is serious reason to believe that it contains articles or effects that are not for the personal use of EUTM Mozambique personnel, or articles the import or export of which is prohibited by the law or controlled by the quarantine regulations of the Host State. Such inspection shall be conducted only in the presence of the member of EUTM Mozambique personnel concerned or of an authorised representative of EUTM Mozambique.

Article 7

Personnel employed locally

Personnel employed locally shall enjoy privileges and immunities only to the extent allowed by the Host State. However, the Host State shall exercise its jurisdiction over that personnel in such a manner as not to interfere unduly with the performance of the functions of EUTM Mozambique.

Article 8

Criminal jurisdiction

The competent authorities of a Sending State shall have the right to exercise on the territory of the Host State all the criminal jurisdiction and disciplinary powers conferred on them by the law of the Sending State with regard to all EUTM Mozambique personnel.

Article 9

Uniform and arms

1. The wearing of uniform shall be subject to rules adopted by the EU Mission Force Commander.
2. For mission purposes, subject to the authorisation by the EU Mission Force Commander, the EUTM Mozambique personnel shall have the right to carry arms and ammunition.
3. The list of EUTM Mozambique personnel designated and authorised by the EU Mission Force Commander to carry firearms and ammunition, including the transport of those, shall be communicated to the competent Mozambican authorities.

Article 10

Host State support and contracting

1. The Host State agrees, if requested, to assist EUTM Mozambique in finding suitable facilities.
2. The Host State shall provide, free of charge, facilities of which it is the owner, in so far as such facilities are required for the conduct of EUTM Mozambique's administrative and operational activities.

3. Within its means and capabilities, the Host State shall assist in the preparation, establishment, and execution of and support for the mission.
4. The Host State's assistance and support of the mission shall be provided under the same conditions as the assistance and support given to the Host State's armed forces.
5. The law applicable to contracts concluded by EUTM Mozambique in the Host State shall be determined by the contract.
6. The contract may stipulate that the dispute settlement procedure referred to in Article 15(3) and (4) shall be applicable to disputes arising from the application of the contract.
7. The Host State shall facilitate the implementation of contracts concluded by EUTM Mozambique with commercial entities for the purposes of EUTM Mozambique.

Article 11

Change to facilities

1. The Host State may authorise EUTM Mozambique to construct, alter or otherwise modify facilities as requested for its operational requirements.
2. No compensation shall be requested from EUTM Mozambique by the Host State for those constructions, alterations or modifications.

Article 12

Deceased EUTM Mozambique personnel

1. The EU Mission Force Commander shall have the right to take charge of and make suitable arrangements for the repatriation of any deceased EUTM Mozambique personnel, as well as that of their personal property.
2. No autopsy shall be performed on any deceased member of EUTM Mozambique without the agreement of the State concerned and the presence of a representative of EUTM Mozambique and/or of the State concerned, as well as the medical personnel of the Host State.
3. The Host State and EUTM Mozambique shall cooperate to the fullest extent possible with a view to the early repatriation of deceased EUTM Mozambique personnel.

Article 13

Security of EUTM Mozambique and military police

1. The Host State shall take all appropriate measures to ensure the safety and security of EUTM Mozambique and EUTM Mozambique personnel. Any specific provisions proposed by the Host State shall be agreed with the EU Mission Force Commander before implementation. The Host State may provide additional security to protect EUTM Mozambique personnel, whenever the situation so warrants, and upon request by the EU Mission Force Commander.
2. EUTM Mozambique is authorised to take the measures necessary to ensure the protection of its facilities, including those used for training, against any external attack or intrusion.
3. EUTM Mozambique shall be authorised to take the necessary measures within the territory of the Host State in this context, including the use of the necessary and proportionate force, to protect EUTM Mozambique personnel, to protect its premises, vehicles and assets against acts which might endanger the life of EUTM Mozambique personnel or might cause them bodily harm, and, where necessary, to protect simultaneously other persons facing the same threat in close proximity to the mission against acts which would endanger the life of these persons or which are likely to cause them serious bodily harm.
4. The EU Mission Force Commander may establish a military police unit in order to maintain order in EUTM Mozambique facilities.
5. The military police unit may also, in consultation and cooperation with the military police or the police of the Host State, act outside those facilities to ensure the maintenance of good order and discipline among EUTM Mozambique personnel.

*Article 14***Communications**

1. EUTM Mozambique may install and operate radio sending and receiving stations, as well as satellite systems. It shall cooperate with the Host State's competent authorities with a view to avoiding conflicts in the use of appropriate frequencies. The Host State shall grant access to the frequency spectrum free of charge.
2. EUTM Mozambique shall enjoy the right to communication by radio (including satellite, mobile and hand-held radio), telephone, telegraph, facsimile and other means, as well as the right to install the equipment necessary for the maintenance of such communications within and between EUTM Mozambique facilities, including the laying of cables and land lines, for the purpose of the mission.
3. Within its own facilities EUTM Mozambique may make the arrangements necessary for the conveyance of mail addressed to and from EUTM Mozambique and/or EUTM Mozambique personnel.

*Article 15***Claims for death, injury, damage and loss**

1. EUTM Mozambique and EUTM Mozambique personnel shall not be liable for any damage to or loss of civilian or government property which are related to operational necessities or caused by activities in connection with civil disturbances or protection of EUTM Mozambique.
2. With a view to reaching an amicable settlement, claims for damage to, or loss of, civilian or government property not covered by paragraph 1, as well as claims for death of or injury to persons and for damage to or loss of EUTM Mozambique property, shall be forwarded to EUTM Mozambique via the competent authorities of the Host State, as far as claims brought by legal or natural persons from the Host State are concerned, or to the competent authorities of the Host State, as far as claims brought by EUTM Mozambique are concerned.
3. Where no amicable settlement can be found, the claim shall be submitted to a claims commission composed on an equal basis of representatives of EUTM Mozambique and representatives of the Host State. Settlement of claims shall be reached by common agreement.
4. Where no settlement can be reached within the claims commission, the dispute shall:
 - (a) for claims up to and including EUR 40 000, be settled by diplomatic means between the Host State and EU representatives;
 - (b) for claims above the amount referred to in point (a), be submitted to an arbitration tribunal, the decisions of which shall be binding.
5. The arbitration tribunal shall be composed of three arbitrators, one arbitrator being appointed by the Host State, one arbitrator being appointed by EUTM Mozambique and the third one being appointed jointly by the Host State and EUTM Mozambique. Where one of the parties does not appoint an arbitrator within two months or where no agreement can be found between the Host State and EUTM Mozambique on the appointment of the third arbitrator, the arbitrator in question shall be appointed by the President of the Court of Justice of the European Union.
6. An administrative arrangement shall be concluded between EUTM Mozambique and the administrative authorities of the Host State in order to determine the terms of reference of the claims commission and the tribunal, the procedure applicable within these bodies and the conditions under which claims are to be lodged.

*Article 16***Liaison, amicable settlements and disputes**

1. All issues arising in connection with the application of this Agreement shall be examined jointly by representatives of EUTM Mozambique and the Host State's competent authorities.
2. Failing any prior settlement, disputes concerning the interpretation or application of this Agreement shall be settled exclusively by diplomatic means between the Host State and EU representatives.

*Article 17***Other provisions**

1. Whenever this Agreement refers to the privileges, immunities and rights of EUTM Mozambique and of EUTM Mozambique personnel, the Host State shall be responsible for their implementation and for compliance with them on the part of the appropriate Host State local authorities.

2. Nothing in this Agreement is intended or may be construed to derogate from any rights that may attach to an EU Member State or to any other State contributing to EUTM Mozambique under other agreements.

Article 18

Implementing arrangements

For purposes of the application of this Agreement, operational, administrative and technical matters may be the subject of separate arrangements to be concluded between the EU Mission Force Commander and the Host State's administrative authorities.

Article 19

Entry into force and termination

1. This Agreement shall enter into force on the day on which it is signed and shall remain in force until the date of departure of the last EUTM Mozambique element and of the last member of EUTM Mozambique personnel, as notified by EUTM Mozambique, which shall take place within a reasonable period agreed between the EU Mission Force Commander and the Host State.

2. Notwithstanding paragraph 1, this Agreement shall be deemed to have applied from the date on which the first EUTM Mozambique personnel were deployed.

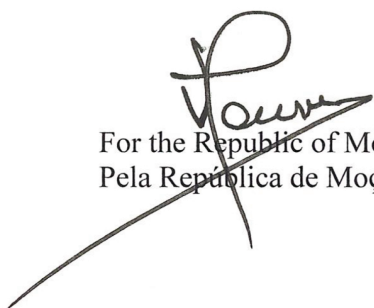
3. This Agreement may be amended by written agreement between the Parties.

4. Termination of this Agreement shall not affect any rights or obligations arising out of the execution of this Agreement before such termination.

This Agreement is made in duplicate in English and Portuguese, both texts being equally authentic. In case of any dispute or discrepancies between the two versions, the English version shall prevail.

Done at Maputo on the 21 day of August in the year two thousand and twenty four.
Feito em Maputo, aos 21 dias de agosto de dois mil e vinte e quatro.

For the European Union
Pela União Europeia



For the Republic of Mozambique
Pela República de Moçambique