



Presidency of the Republic

Civil House

Special Secretariat for Legal Affairs

DECREE No. 12,427, OF APRIL 3, 2025

Promulgates the Headquarters Agreement between the Federative Republic of Brazil and the Permanent Court of Arbitration, signed in Brasília on August 25, 2017.

THE PRESIDENT OF THE REPUBLIC, in exercise of the power conferred upon him by art. 84, **caput**, item IV, of the Constitution,

and

Considering that the Headquarters Agreement between the Federative Republic of Brazil and the Permanent Court of Arbitration was signed in Brasília, on August 25, 2017;

Considering that the National Congress approved the Agreement through Legislative Decree No. 269, of 19 December 2024;

Considering that the Agreement entered into force for the Federative Republic of Brazil, in the external legal sphere, on January 8, 2025, under the terms of its Article 15;

DECREE:

Art. 1º The Headquarters Agreement between the Federative Republic of Brazil and the Permanent Court of Justice is hereby promulgated. Arbitration, signed in Brasília, on August 25, 2017, attached to this Decree.

Art. 2º Acts that may result in a review of the Agreement and additional adjustments that entail burdensome charges or commitments to the national heritage, in accordance with [art. 49](#), are subject to approval by the National Congress. **head, section I of the Constitution.**

Art. 3 This Decree shall come into force on the date of its publication.

Brasília, April 3, 2025; 204th of Independence and 137th of the Republic.

LUIZ INASCIO LULA DA SILVA
Mauro Luiz lecker Vieira

This text does not replace that published in the DOU of 4.4.2025.

HEADQUARTERS AGREEMENT BETWEEN THE FEDERATIVE REPUBLIC OF BRAZIL AND THE PERMANENT COURT OF ARBITRATION

Preamble

The Federative Republic of Brazil

and

The Permanent Court of Arbitration

(hereinafter referred to as "Parties"),

Whereas:

International arbitration is a privileged means for the peaceful resolution of international disputes;

The Permanent Court of Arbitration was created by the 1899 Convention for the Pacific Settlement of Disputes Internationals (the "Convention of 1899") at the first Hague Peace Conference, held "for the purpose of finding the most objective means of securing to all peoples the benefits of real and lasting peace";

The 1899 Convention was revised by the 1907 Convention for the Pacific Settlement of International Disputes (the "1907 Convention"), adopted at the second Hague Peace Conference;

In the Conventions of 1899 and 1907, the Contracting Parties agreed to maintain the Permanent Court of Arbitration accessible at any time, as a global institution for the settlement of international disputes through the intervention of third parties;

In order to achieve the objectives of the 1899 and 1907 Conventions, it is necessary that Contracting Parties in all regions of the world benefit from access to international dispute settlement services provided by the Permanent Court of Arbitration;

The Federative Republic of Brazil is a Contracting Party to the Conventions of 1899 and 1907 and the Secretary-General of the The Permanent Court of Arbitration has invited the Federative Republic of Brazil to be a host country for arbitration, mediation, conciliation and commissions of inquiry administered by the Permanent Court of Arbitration. Arbitration; and

The Government of the Federative Republic of Brazil accepted the invitation of the Secretary-General of the Permanent Court of Arbitration.

They agreed as follows:

Article 1

Definitions

For the purposes of this Agreement:

1. "Government" refers to the Government of the Federative Republic of Brazil;
2. "Ministry of Foreign Affairs" refers to the Ministry of Foreign Affairs of the Federative Republic of Brazil;
3. "Permanent Court of Arbitration" or "PCA" refers to the Permanent Court of Arbitration, which sits in The Hague;
4. "International Bureau" means the International Bureau of the Permanent Court of Arbitration;
5. "Secretary-General" refers to the head of the International Bureau;
6. "CPA Staff" means the Secretary General and all members of the staff of the International Bureau;

7. "CPA Proceedings" means all dispute resolution proceedings administered by, or under the auspices of, the CPA, whether or not by virtue of the 1899 Convention, the 1907 Convention or any of the optional procedural rules of the CPA;

8. "CPA Adjudicator" means any arbitrator, mediator, conciliator or member of a commission of inquiry who participates in a hearing, meeting or any other activity relating to the CPA Proceedings;

9. "Participant in the Proceedings" means any attorney, party, agent or any representative of a party, witness, expert witness, as well as interpreters, translators or stenographers who participate in a hearing, meeting or other activity related to the CPA Proceedings, or any person appointed to assist the CPA Adjudicators, such as a court assistant, secretary or clerk;

10. "CPA Meeting" means any meeting organized by the CPA, including hearings held under the CPA Procedures and conferences convened by the CPA;

11. "Government Personnel" means any person appointed by the Government to assist in carrying out any CPA Procedure or Meeting in the Federative Republic of Brazil;

12. "Family Members" refers to the spouse or partner in a stable union, as well as their dependent family members;

13. "1961 Vienna Convention" means the Vienna Convention on Diplomatic Relations, adopted in Vienna on 18 April 1961;

14. "Appropriate Authority", under and for the purposes of Article 10 of this Agreement, refers to the state, municipal or other authority of the Federative Republic of Brazil, as applicable in the context of the relevant provisions of this Agreement and in accordance with the laws and customs applicable in the Federative Republic of Brazil; and

15. "Dependents" means: (a) spouse or permanent partner; (b) dependent unmarried child under the age of 21; (c) dependent unmarried child under the age of 25 enrolled in a university or higher educational institution recognized by the Government; (d) dependent unmarried child with a physical or mental disability.

Article 2

Legal Capacity

The Permanent Court of Arbitration enjoys the necessary legal capacity to exercise its functions and achieve its objectives in the Federative Republic of Brazil.

Article 3

Cooperation

1. The Federative Republic of Brazil shall be a host country of the CPA. As host country, the Federative Republic of Brazil shall endeavor to facilitate the work of the CPA in the peaceful settlement of international disputes through arbitration, mediation, conciliation and commissions of inquiry, as well as to provide appropriate assistance to governments, intergovernmental organizations and other entities.

2. The Government shall make available to the CPA, based on the analysis of individual situations, to the extent possible and at no cost to the CPA, offices and meeting rooms (including all essential services for this purpose) and administrative services that are considered necessary by the Secretary-General or other Officials of the CPA to carry out activities related to the Procedures of the CPA, as well as for the Meetings of the CPA, in the Federative Republic of Brazil.

3. Together with the office or meeting space that is made available to the CPA under this Agreement, the Federative Republic of Brazil shall make available to it, when applicable, and at no cost to it, the means of telephone, fax, internet or other communications that are deemed necessary by the Secretary-General or other Officials of the CPA.

Article 4

Contact Person

1. On behalf of the Federative Republic of Brazil, the Ministry of Foreign Affairs will coordinate, on behalf of the Government, any questions that may arise with respect to the implementation of this Agreement.

2. On the part of the CPA, the Deputy Secretary-General will serve as the main contact person for the Government.

Article 5

CPA Privileges and Immunities

1. The CPA, its assets and property, regardless of its registered office or holder, shall enjoy immunity from jurisdiction, except to the extent that the CPA has expressly waived it in a given case. It is understood, however, that the waiver of immunity from jurisdiction shall not extend to enforcement measures, for which a new waiver is necessary.

2. The premises of the CPA are inviolable. Its assets and property, regardless of their headquarters or holder, shall be exempt from searches, requisition, confiscation, expropriation or any other form of executive, administrative, judicial or legislative coercion.

3. The CPA archives and, in general, all documents belonging to it or in its possession, will be inviolable, wherever they may be located.

4. Without being subject to any financial control, regulation or moratorium:

a) the CPA may hold funds, any type of currency, or other assets, and have accounts in any currency; and

b) The CPA may freely transfer its funds, currency and assets from one country to another, or within the Republic Federative Republic of Brazil, and convert all foreign currency in its possession into any other currency.

5. In exercising the rights granted to it by virtue of paragraph 4 of this Article, the CPA shall respond to any claim made by the Government of the Federative Republic of Brazil, to the extent that it deems it can satisfy it without prejudice to the interests of the CPA.

6. The CPA, its assets, benefits and other goods will be:

a) exempt from any direct tax; It is, however, understood that the CPA may not request tax exemption that are no more than a simple remuneration for public utility services;

(b) exempt from any customs duty, prohibition or restriction on import or export for articles imported or exported by the CPA for its official use. It is understood, however, that articles imported duty-free shall not be sold in the territory of the country into which they were introduced unless they are sold in accordance with the conditions established by the government of that country; and

c) exempt from all customs duties and from all prohibitions or restrictions on import and export for their publications.

7. Although, in principle, the CPA does not claim exemption from consumption taxes and sales taxes included in the price of movable or immovable property, when it makes, however, for its official use, considerable purchases in the price of which taxes and taxes of this nature are, or may be, included, the Ministry of Foreign Affairs will take, whenever possible, the appropriate administrative measures for the repayment or reimbursement of the amount of such taxes and taxes.

8. The Government shall permit and protect free communication by the CPA for all official purposes.

9. The CPA shall enjoy, in the territory of the Federative Republic of Brazil, for its official communications, treatment no less favorable than that granted by it to any other government, including its diplomatic mission, with regard to priorities, rates and fees for mail, cablegrams, telegrams, radiotelegrams, telephotos, telephone communications and other means of communication; as well as press rates for information to the press and on the radio.

10. Official correspondence of the CPA is inviolable. The CPA shall have the right to use codes and to send and receive its papers or correspondence by couriers or bags which shall enjoy the same privileges and immunities as diplomatic couriers and bags.

Article 6

Privileges and Immunities of CPA Employees and Contractors

1. CPA Officials and Adjudicators shall enjoy, *mutatis mutandis*, the same privileges and immunities granted by the Government of the Federative Republic of Brazil to members of diplomatic missions of equivalent rank, in accordance with the Vienna Convention of 1961.

2. Without prejudice to the provisions of the previous paragraph, the privileges and immunities granted by the Federative Republic of Brazil to the Officials and Adjudicators of the CPA shall not include, under any circumstances, except those provided for in this Agreement, protection less than:

- (a) immunity from arrest or detention and from seizure of their personal baggage;
- b) with respect to acts performed in the performance of their duties (including their words and writings), immunity from all jurisdiction. The said immunity will remain in force even after the person in question has ceased to exercise his functions in relation to the CPA;
- c) inviolability of papers and documents;
- (d) for the purposes of its communications with the CPA and within the scope of the CPA Procedures, the right to make use of codes and to dispatch and receive documents or correspondence by courier or in sealed bags, which shall enjoy the same privileges and immunities granted to diplomatic couriers and bags;
- (e) the same facilities with regard to monetary or exchange regulations as are granted to representatives of foreign governments on temporary official missions;
- f) the same immunities and facilities with respect to personal baggage as are granted to diplomatic envoys;
- g) exemption from all taxes on any fees, salaries and emoluments paid by the CPA;
- h) immunity from any obligation relating to national service;
- (i) the same facilities with regard to regulations on migration and registration of aliens as are granted to representatives of foreign governments on temporary official missions;
- j) together with their Family Members, the same repatriation facilities enjoyed by diplomatic envoys in times of international crisis; and
- k) the right to freely import their furniture and personal effects when they take up their new position for the first time, their functions in the Federative Republic of Brazil.

3. CPA Officials and Adjudicators who are nationals or permanent residents of the Federative Republic of Brazil shall enjoy the following privileges and immunities:

- (a) with respect to acts performed in the performance of their duties (including their words and writings), immunity from all jurisdiction. The said immunity will remain in force even after the person in question has ceased to exercise his functions in relation to the CPA;
- b) full freedom of expression and such additional facilities, courtesies and protections as may be necessary for the performance of their duties under the CPA Procedures (including their words and writings);
- c) inviolability of any papers and documents, whatever their form, and materials related to their participation in the CPA Procedures, which may only be disclosed with the express authorization of the CPA; and
- d) for the purposes of their communications under the CPA Procedures, the right to receive and dispatch papers and documents in any form by mail or in sealed bags.

Article 7

Privileges and Immunities of Participants in Proceedings

1. Participants in the Procedures shall enjoy the following privileges, immunities and facilities necessary for the free exercise of their functions:

(a) immunity from arrest or detention or any other form of restriction of their liberty;

b) immunity against seizure of their personal baggage;

(c) immunity from all jurisdiction in respect of acts performed in the performance of their functions under the CPA Procedures (including their words and writings), except in cases where the CPA expressly waives immunity;

d) inviolability of papers and documents, whatever their form, and materials related to their participation in the CPA Procedures, which may only be disclosed with express authorization from the CPA;

e) for the purposes of its communications under the CPA Procedures, the right to receive and dispatch papers and documents in any form, by mail or in sealed bags;

f) the same facilities with respect to regulations on migration and registration of foreigners granted to representatives of foreign governments on temporary official missions, when they travel within the scope of their participation in the CPA Procedures. Participants in the CPA Procedures who remain in Brazilian territory for a period of less than ninety (90) days will be exempt from the formality of foreigner registration; and

g) the same repatriation facilities in times of international crisis granted to diplomatic agents under the Vienna Convention of 1961.

2. Participants in the Proceedings who are nationals or permanent residents of the Federative Republic of Brazil shall benefit from the following privileges, immunities and facilities necessary for their participation in the CPA Proceedings:

(a) immunity from all jurisdiction in respect of acts performed in the performance of their functions under the CPA Procedures (including their words and writings), except in cases where the CPA expressly waives immunity;

b) full freedom of expression and such additional facilities, courtesies and protections as may be necessary for the performance of their duties under the CPA Procedures (including their words and writings);

c) inviolability of any papers and documents, whatever their form, and materials related to their participation in the CPA Procedures, which may only be disclosed with the express authorization of the CPA; and

d) for the purposes of their communications under the CPA Procedures, the right to receive and dispatch papers and documents in any form.

Article 8

Acquisition and Waiver of Privileges and Immunities

1. CPA Officials shall be entitled to privileges and immunities from the moment of their hiring by the CPA, whether or not they are present in the Federative Republic of Brazil. CPA Adjudicators shall be entitled to privileges and immunities from the moment of their appointment as such, whether or not they are present in the Federative Republic of Brazil.

2. When an Employee or Adjudicator of the CPA is present in the Federative Republic of Brazil in the performance of his/her duties and may need to invoke the privileges and immunities by virtue of this

Agreement, a certificate signed by the Secretary-General regarding the status of such person shall be provided to the Government.

3. When CPA Officials and Adjudicators are present in the Federative Republic of Brazil for a period of less than ninety (90) days, accreditation and notification procedures other than those provided for in paragraph 2 of this Article shall not apply.

4. When Government Personnel are designated to assist in the conduct of CPA Procedures in the Federative Republic of Brazil, they shall enjoy immunities in accordance with this Agreement from the time of their designation.

5. Upon receipt of notification from the parties to the CPA Proceedings of the appointment of a Participant to the Proceedings, a certificate signed by a CPA Official regarding the status of such person shall be provided to the Government. Upon presentation of such certificate, the authorities of the Federative Republic of Brazil shall grant him the privileges and immunities provided for in Article 7.

6. When it is necessary to determine whether a person enjoys a particular status under this Agreement which confers on him privileges and immunities, or whether particular words or acts are related to the performance of that person's official functions, such determination shall be made by the competent authority in accordance with this Agreement.

7. The privileges and immunities provided for in Articles 6 and 7 of this Agreement are granted solely in the interests of the proper administration of justice and not for the personal benefit of the individuals concerned. The competent authority may and shall suspend the immunity granted whenever, in its discretion, such immunity would impede the administration of justice and whenever it can be suspended without prejudice to the interests of the CPA or the CPA Procedures within which such privileges and immunities were granted.

8. For the purposes of this Article, the competent authority shall be:

(a) in the case of Contractors and CPA Employees (other than the Secretary-General), the Secretary-General;

b) in the case of the Secretary-General, the Board of Directors of the CPA;

(c) in the case of Government Personnel, the Secretary-General;

(d) in the case of Participants in Proceedings who represent a State or who have been designated by a State that is a party to the CPA Proceedings, that State; and

e) in the case of other individuals participating at the request of one of the parties to the CPA Proceedings, the Secretary-General.

Article 9

Abuse of Privileges and Immunities

1. Without prejudice to the privileges and immunities provided for in Articles 6 and 7 of this Agreement, the individuals referred to in the said Articles shall respect the laws and regulations of the Federative Republic of Brazil and shall have the duty not to interfere in the internal affairs of the Federative Republic of Brazil.

2. The Secretary-General shall take all precautions to ensure that there is no abuse of the privileges and immunities provided for in Articles 6 and 7 of this Agreement. If the Government considers that an abuse of a privilege or immunity provided for in Articles 6 and 7 of this Agreement has occurred, the Secretary-General shall, upon request, consult with the competent authorities of the Federative Republic of Brazil to determine whether such abuse has occurred. If the consultations do not produce a satisfactory result for the Government and the Secretary-General, the matter shall be resolved in accordance with the procedures set forth in Article 14 of this Agreement.

3. In the event of abuse of privileges and immunities committed by individuals mentioned in Articles 6 and 7 in the context of activities carried out in the Federative Republic of Brazil outside their official functions, the Government may require these persons to leave the Federative Republic of Brazil, subject to the following:

(a) in the case of persons enjoying privileges and immunities, as well as exemptions and facilities under the Article 6, they shall not be required to leave the Federative Republic of Brazil except in accordance with the diplomatic procedure applicable to diplomatic agents accredited in the Federative Republic of Brazil; and

(b) in the case of all other individuals to whom the provisions of Article 6 do not apply, no order of expulsion from the Federative Republic of Brazil shall be issued unless the Ministry of Foreign Affairs has so approved and the Secretary-General has been notified thereof in advance.

Article 10

Security

1. The Government has a special obligation to take all appropriate measures to protect the Proceedings and Meetings of the CPA that take place in the Federative Republic of Brazil. The Appropriate Authorities shall ensure the security and tranquility of the Proceedings and Meetings of the CPA and shall protect the Proceedings and Meetings of the CPA against any intrusion, disturbance of the peace or offences against their dignity. The Appropriate Authorities shall provide adequate physical protection at the boundaries and in the surrounding areas of any office or meeting space provided to the CPA, as may be necessary. In any case, security measures shall be taken in consultation with the Secretary-General or an Official of the CPA designated as his representative.

2. The Federative Republic of Brazil shall treat the Adjudicators and Officials of the CPA, the Participants in the Proceedings and their respective companions, as well as other persons attending the Meetings of the CPA, with due respect and shall take all appropriate measures to prevent any offence against their persons, freedom or dignity. Where necessary for this purpose, as determined in consultation with the Secretary-General or an Official of the CPA designated as his representative, the Appropriate Authorities shall provide adequate physical protection to such persons during their travels and their stay in the territory of the Federative Republic of Brazil.

Article 11

Entry into the Country of Headquarters and Travel Facilitation

1. The Government shall take all reasonable measures to facilitate and permit the entry and stay in the territory of the Federative Republic of Brazil of persons who are not residents or nationals of the Federative Republic of Brazil and who enter as CPA Adjudicators or Members of their Families, CPA Officials or Members of their Families, Participants in the Proceedings and other persons attending CPA Meetings.

2. The Government shall take all reasonable steps to ensure that visas required for any of the persons referred to in paragraph 1 of this Article are issued as expeditiously as possible, and without any charge, in order to enable the timely conduct of the official business of the CPA.

3. No activity carried out by any person referred to in paragraph 1 of this Article within the scope of his/her functions in relation to the CPA shall constitute a reason for preventing his/her entry into or exit from the territory of the Federative Republic of Brazil or for requiring that such person to leave the territory.

4. Except as provided in the laws and regulations relating to areas to which access is prohibited or regulated for reasons of national security, the Federative Republic of Brazil shall guarantee freedom of movement and transit within its territory to the persons referred to in paragraph 1 of this Article. When necessary for these purposes, as determined in consultation with the Secretary-General or a CPA Official designated as his representative, the Government shall make available to the CPA appropriate transportation to enable such persons to attend any Proceedings or Meetings of the CPA.

Article 12

Regional Cooperation

The Federative Republic of Brazil recognizes the importance of regional cooperation for the effective resolution of international and regional disputes. To this end, the Federative Republic of Brazil shall communicate the existence of the facilities designated under this Agreement to the competent officials of other countries in the same region and encourage their use for the CPA Proceedings.

Article 13

International Responsibility

The Federative Republic of Brazil shall not incur international liability for the actions or omissions of the CPA or of CPA Officials acting or refraining from acting within the scope of their functions, with the exception of the international liability that the Federative Republic of Brazil may incur as a Contracting Party to the Conventions of 1899 or 1907.

Article 14

Dispute Resolution

1. All disputes concerning the interpretation or application of this Agreement between the Parties shall be resolved by consultation, negotiation or other agreed mode of dispute resolution.

2. If the dispute is not resolved in accordance with paragraph 1 of this Article within three (3) months after a written request by one of the Parties, the dispute shall, at the request of either Party, be submitted to an arbitral tribunal in accordance with the procedure set out in paragraphs 3 to 5 of this Article.

3. The arbitral tribunal shall be composed of three members: each Party shall choose one member and the third, who shall preside over the tribunal, shall be chosen by both members. If either Party fails to choose one of the arbitrators within two (2) months from the appointment of an arbitrator by the other Party, the latter Party may invite the President of the International Court of Justice to make the said appointment. If the two members fail to reach agreement on the choice of the president of the tribunal within two (2) months from their appointment, either Party may invite the President of the International Court of Justice to choose the president of the tribunal.

4. Unless the Parties agree otherwise, the arbitral tribunal shall determine its own procedure and the expenses shall be borne by the Parties as determined by the tribunal.

5. The arbitral tribunal, which shall decide by a majority vote, shall resolve the dispute in accordance with the provisions of this Agreement and the relevant rules of international law. The decision of the arbitral tribunal is final and binding on the Parties.

Article 15

Final Provisions

1. This Agreement shall enter into force on the date of receipt, by the CPA, of written notification by which the Federative Republic of Brazil informs the fulfillment of its internal legal procedures necessary for the entry into force of this Agreement, which shall remain in force until its termination, as provided for in paragraph 3 of this Article.

2. At the request of the Government or the CPA, consultations may be initiated regarding the modification of this Agreement. Any such modification shall be made with the consent of both Parties to the Agreement and shall enter into force in accordance with the procedure described in paragraph 1 of this Article.

3. This Agreement may be terminated:

a) by mutual agreement between the CPA and the Government; or

(b) by either Party, by written notice to the other Party, at least one (1) year in advance in advance of the effective date of termination.

In witness whereof the undersigned, duly authorized to that effect, have signed this Agreement in two originals, in Portuguese and English, both texts being equally authentic.

Done in Brasilia, on the 25th day of August of the year 2017.

FOR THE FEDERATIVE REPUBLIC OF BRAZIL

Fernando Simas Magalhães
Undersecretary for Multilateral Political Affairs, Europe and North America

BY THE PERMANENT COURT OF ARBITRATION

Hugo Siblesz
Secretary General

.

