

AGREEMENT
BETWEEN THE REPUBLIC OF AUSTRIA
AND
THE INTERNATIONAL ANTI-CORRUPTION ACADEMY (IACA)
REGARDING THE SEAT OF THE INTERNATIONAL ANTI-CORRUPTION
ACADEMY IN AUSTRIA

Preamble

The Republic of Austria and the International Anti-Corruption Academy (hereinafter referred to as the “Academy”)

HAVING REGARD to the Agreement for the Establishment of the International Anti-Corruption Academy as an International Organization of 2 September 2010 (hereinafter referred to as the “Agreement Establishing the Academy”);

WITH REGARD to the commitment of the Academy to the highest academic and educational standards;

NOTING that Article III of the Agreement Establishing the Academy provides that the Academy shall be located in Laxenburg, Austria;

DESIRING to define the status, privileges and immunities of the Academy in the Republic of Austria and to enable the Academy to fulfil its purposes and functions;

CONSIDERING the assistance provided by the Republic of Austria for the establishment and operation of the Academy;

HAVE AGREED as follows:

Article 1
Definitions

For the purpose of this Agreement:

- a) “Agreement Establishing the Academy” means the Agreement for the Establishment of the International Anti-Corruption Academy as an International Organization of 2 September 2010, entered into force on 8 March 2011, and any amendments thereto;

- b) "Austrian authorities" means such federal, state, municipal or other authorities in the Republic of Austria as may be appropriate in the context, and in accordance with the laws and customs applicable in the Republic of Austria;
- c) "Academy" means the International Anti-Corruption Academy;
- d) "Staff members of the Academy" means the academic and administrative employees of the Academy as well as all persons seconded by a Government or an international organization to the Academy, but does not include those employees who are locally recruited and assigned to hourly rates;
- e) "Official activities" means any activities necessary for carrying out the purpose of the Academy as set forth in the Agreement Establishing the Academy;
- f) "Official visitors" means representatives of Governments and international organizations co-operating with the Academy as well as visiting experts, including visiting lecturers, who are invited by the Academy;
- g) "Official documents, data and other material" means such documents, data and other items used by the Academy for carrying out the purpose of the Academy.

Article 2

Legal capacity and status

(1) The Republic of Austria recognizes the legal capacity of the Academy within Austria, in particular its capacity:

- a) to contract;
- b) to acquire and dispose of immovable and movable property;
- c) to institute and respond to legal proceedings; and
- d) to take such other action as may be necessary or useful for its purpose and activities.

(2) The spectrum of the Academy's offers for studies and education shall, inter alia, comprise:

- a) Bachelor's programmes on the basis of a completed secondary school education;
- b) Master's programmes on the basis of a completed Bachelor's programme;
- c) PhD programmes on the basis of a completed Master's or Diploma programme;
- d) Courses, seminars, training courses and conferences.

(3) Insofar as the eligibility of an applicant to study seems to be undoubtedly proven on the basis of his/her individual qualifications and his/her professional career, the Academy may in exceptional cases consider admission to a study programme listed in Paragraph. 2 litera a) or b) without the fulfillment of the criteria mentioned there; in that case supplementary examination shall be applied.

(4) With regard to the study programmes listed in Paragraph 2, the Republic of Austria recognizes the Academy as an institution of post-secondary education with all legal consequences being associated with, that due to Austrian law, in that the study programmes passed and academic degrees awarded, shall be treated equivalent to those at educational institutions which have been accredited in accordance with the Bologna process.

(5) For the purpose of safeguarding the highest standards of academic quality, the Academy intends to undergo periodic processes for quality assurance, in particular peer reviews.

Article 3 Seat

(1) The seat of the Academy shall comprise the land, installations and offices that the Academy occupies for its activities. Its area shall be defined by common understanding between the Academy and the Government of the Republic of Austria.

(2) All office and conference premises in Austria used with the agreement of the Government for meetings convened by the Academy shall be deemed temporarily to form part of the seat.

Article 4 Inviolability of the seat

(1) The seat of the Academy shall be inviolable. No officer or official of the Republic of Austria, or other person exercising any public authority within the Republic of Austria, may enter the seat to perform any duties except with the consent of, and under conditions approved by, the Dean of the Academy. However, in the event of fire or other such emergency, such consent shall be deemed to have been given if immediate protective measures are required.

(2) Except as otherwise provided in this Agreement and subject to the power of the Academy to make regulations, the laws of the Republic of Austria shall apply within the seat.

(3) Instruments issued by Austrian authorities may be served at the seat premises.

Article 5

Immunity from jurisdiction and other actions

(1) The Academy shall have immunity from jurisdiction and enforcement, except:

- a) to the extent that, subject to Article 20 (2), the Academy shall have expressly waived such immunity in a particular case;
- b) in the case of civil action brought by a third party for damages resulting from an accident caused by a motor vehicle belonging to, or operated on behalf of, the Academy, or in respect of any infringement of regulations governing the keeping, operation and use of motor vehicles.

(2) Without prejudice to paragraphs 1 and 3, the property and assets of the Academy, wherever situated, shall be immune from any form of seizure, confiscation, expropriation and sequestration.

(3) The property and assets of the Academy shall also be immune from any form of administrative or provisional judicial restraint.

(4) With regard to any dispute between the Academy and a private party the Academy agrees that these shall be finally settled by a tribunal composed of a single arbitrator appointed by the Secretary General of the Permanent Court of Arbitration in accordance with the relevant Optional Rules for Arbitration involving international organizations and private parties. The tribunal shall decide a dispute in accordance with such rules of law as may be agreed by the parties. In the absence of such agreement, the tribunal shall apply such rules of international law and general principles of law as may be applicable. Matters concerning the interpretation of the Agreement Establishing the Academy shall not be within the competence of the tribunal.

Article 6

Inviolability of archives

The archives of the Academy shall be inviolable.

Article 7

Protection of the seat

The Austrian authorities shall exercise due diligence to ensure that the tranquillity of the seat of the Academy is not disturbed by any person or group of persons attempting unauthorized entry into the seat.

Article 8

Public services within the seat

The Republic of Austria shall take all appropriate measures to ensure that the seat is supplied with the necessary public services on equitable terms.

Article 9

Communications

(1) The Republic of Austria shall ensure that the Academy is able to send and receive communications in connection with its official activities without censorship or other interference.

(2) The Academy shall enjoy in the Republic of Austria, for its official communications and the transfer of all its documents, treatment not less advantageous to the Academy than the most favourable treatment accorded by the Republic of Austria to any international organization, in the matter of priorities, rates and surcharges on mail, cables, radiogrammes, telefax, telephone and other forms of communication.

Article 10

Freedom from taxation and customs duties

(1) The Academy and its property shall be exempt from all forms of taxation.

(2) Indirect taxes included in the price of goods or services supplied to the Academy, including leasing and rental charges, shall be refunded to the Academy insofar as Austrian law makes provision to that effect for foreign diplomatic missions.

(3) All transactions to which the Academy is a party and all documents recording such transactions shall be exempt from all taxes, recording charges and court fees.

(4) Goods, including motor vehicles and spare parts thereof, imported or exported by the Academy, required for its official activities, shall be exempt from customs duties and other charges provided these are not simply charges for public utility services, and from economic prohibitions and restrictions on imports and exports. The Republic of Austria shall issue for each vehicle of the Academy a diplomatic license plate by which it can be identified as an official vehicle of an international organization.

(5) Goods imported in accordance with paragraph 4 shall not be ceded or transferred by the Academy to third parties in the Republic of Austria within two years of their importation or acquisition.

(6) The Academy shall be exempt from the obligation to pay employer's contributions to the Family Burden Equalization Fund or an instrument with equivalent objectives.

Article 11

Financial facilities

The Republic of Austria shall take all measures to ensure that the Academy may:

- a) purchase and receive through authorized channels, hold and dispose of any currencies or securities;
- b) open and operate bank accounts in any currency; and
- c) transfer its funds, securities and currencies to, from or within the Republic of Austria.

Article 12

Social security

(1) The Academy and the staff members of the Academy shall be exempt from all compulsory contributions to any social security scheme in the Republic of Austria.

(2) The staff members of the Academy shall have the right to participate in any branch of the social insurance (health, accident and pension insurance) as well as in the unemployment insurance. This insurance shall have the same legal effect as a compulsory insurance.

(3) The staff members of the Academy may avail themselves of the right under paragraph 2 by submitting a written declaration within three months after entry into force of this Agreement or within three months after taking up their assignment with the Academy.

(4) Insurance under paragraph 2 in the selected branch shall take effect with the date of taking up the assignment with the Academy, provided the declaration is submitted within seven business days after entry into force of this Agreement or after the date of taking up the assignment, otherwise on the day following the day of submission of the declaration.

(5) Insurance shall cease on the date on which the assignment with the Academy terminates.

(6) Throughout the duration of the insurance, staff members of the Academy shall be responsible for the payment of the entire contributions to the competent Gebietskrankenkasse.

(7) The declarations required to be made by the staff member of the Academy under paragraph 3 shall be transmitted by the Academy on behalf of the staff member of the Academy to the competent Gebietskrankenkasse. The Academy shall upon request provide the competent Gebietskrankenkasse with the information necessary for the implementation of the insurance.

Article 13

Transit and residence

(1) The Republic of Austria shall take all necessary measures to facilitate the entry into, and sojourn in, the Republic of Austria of the persons listed below, shall allow them to leave the Republic of Austria without interference and shall ensure that they can travel unimpeded to or from the seat, affording them any necessary protection when so travelling:

- a) members of the Board of Governors, the International Senior Advisory Board and the International Academic Advisory Board of the Academy;
- b) representatives of Parties to the Agreement Establishing the Academy;
- c) staff members of the Academy and members of their families forming part of their household;
- d) representatives of governments or organizations invited by the Academy;
- e) official visitors; and
- f) participants in the courses and seminars offered by the Academy and members of their families forming part of their household, for the duration of, and travel in connection with, such courses and seminars.

(2) Visas which may be required by persons referred to in paragraph 1 shall be granted free of charge and as promptly as possible.

(3) No activity performed by any person referred to in paragraph 1 in his official capacity with respect to the Academy shall constitute a reason for preventing his entry into, or his departure from, the Republic of Austria.

(4) The Republic of Austria shall be entitled to require reasonable evidence to establish that persons claiming the rights granted by this Article fall within the categories described in paragraph 1, and to require compliance in a reasonable manner with quarantine and health regulations.

Article 14

Staff members of the Academy

(1) Staff members of the Academy shall enjoy, within and with respect to the Republic of Austria, the following privileges and immunities:

- a) immunity from jurisdiction in respect of words spoken or written and all acts performed by them in their official capacity; this immunity shall continue to apply even after the persons concerned have ceased to be staff members of the Academy;
- b) immunity from the seizure of their personal and official baggage and immunity from inspection of official baggage, and, if the persons come within the scope of Article 15 and are neither Austrian citizens nor have their permanent residence in the Republic of Austria, immunity from inspection of personal baggage;

- c) inviolability of all official documents, data and other material;
- d) exemption from taxation in respect of the salaries, emoluments including allowances, remunerations, indemnities and pensions paid to them by the Academy in connection with their service with it. This exemption shall extend also to assistance given to the families of staff members of the Academy;
- e) exemption from any form of taxation on income derived by them and by members of their families forming part of their household from sources outside the Republic of Austria;
- f) exemption from inheritance and gift taxes, except with respect to immovable property located in the Republic of Austria, insofar as such arise solely from the fact that staff members of the Academy or members of their families forming part of their household reside or maintain their usual domicile in the Republic of Austria;
- g) exemption from immigration restrictions and from registration formalities for themselves and members of their families forming part of their household;
- h) freedom to acquire or maintain within the Republic of Austria foreign securities, foreign currency accounts, other movable property and, under the same conditions as Austrian nationals, immovable property;
- i) the right to import for personal use, free of duty and other charges, provided these are not simply charges for public utility services, and exempt from economic import prohibitions and restrictions on imports and exports:
 - i. their furniture and effects in one or more separate consignments and
 - ii. one motor vehicle every four years;
- j) the same protection and repatriation facilities with respect to themselves and members of their families forming part of their household as are accorded in time of international crises to members, having comparable rank, of the staffs of chiefs of diplomatic missions accredited to the Republic of Austria;
- k) the opportunity for their spouses and dependent relatives living in the same household to have access to the labour market in accordance with the Austrian law on a preferential basis, provided that, insofar as they engage in gainful occupation, privileges and immunities under this Agreement shall not apply with regard to such occupation. This privilege shall be granted according to the Annex.

(2) Staff members of the Academy, and the members of their families living in the same household, to whom this agreement applies, shall not be entitled to payments out of the Family Burden Equalization Fund or an instrument with equivalent objectives. This provision shall not apply to Austrian nationals, to persons of other nationality granted equivalent status by European Union legislation, or to stateless persons with permanent residence in Austria.

Article 15

Dean of the Academy

In addition to the privileges and immunities specified in Article 14, the Dean of the Academy as well as, during his or her absence from duty, the staff member of the Academy acting on behalf of the Dean, shall be accorded the privileges and immunities, exemptions and facilities accorded to heads of diplomatic missions, provided they are not Austrian nationals or permanent residents of the Republic of Austria.

Article 16

Representatives of Parties to the Agreement Establishing the Academy, members of the Board of Governors, the International Senior Advisory Board and the International Academic Advisory Board

(1) For the duration of their official business, representatives of Parties to the Agreement Establishing the Academy, members of the Board of Governors, the International Senior Advisory Board and the International Academic Advisory Board of the Academy shall enjoy within and with respect to the Republic of Austria the following privileges and immunities:

- a) immunity from jurisdiction in respect of words spoken or written and acts performed by them in their official capacity; this immunity shall continue to apply even after the persons concerned have ceased to exercise their functions within the Academy;
- b) inviolability of all official documents, data and other material;
- c) immunity from seizure of their personal and official baggage; and
- d) exemption from immigration restrictions and registration formalities.

(2) Where the incidence of any form of taxation depends upon residence, periods during which the persons referred to in paragraph 1 may be present in the Republic of Austria for the discharge of their duties shall not be deemed periods of residence. In particular, such persons shall be exempt from taxation in respect of the salaries, emoluments, remuneration and allowances paid by the Academy during such periods and from all tourist taxes.

Article 17

Official visitors

(1) Official visitors shall enjoy the following privileges and immunities:

- a) immunity from jurisdiction in respect of all words spoken or written, and all acts performed by them in the exercise of their duties. Official visitors shall continue to enjoy this immunity even after they have ceased to be official visitors;
- b) inviolability of all their official documents, data and other material;
- c) immunity from seizure of their personal and official baggage;

- d) the exchange facilities necessary for the transfer of their emoluments and expenses.

(2) Where the incidence of any form of taxation depends upon residence, periods during which the persons referred to in paragraph 1 may be present in the Republic of Austria for the discharge of their duties shall not be considered as periods of residence. In particular, such persons shall be exempt from taxation on their emoluments and expenses paid by the Academy during such periods of duty and from all tourist taxes.

Article 18 **Notification of assignments, identity cards**

(1) The Academy shall communicate to the Austrian authorities a list of the staff members of the Academy and shall revise such list from time to time as may be necessary.

(2) The Republic of Austria shall issue to the staff members of the Academy and members of their families forming part of their household in accordance with the Austrian law an identity card bearing the photograph of the holder. This card shall serve to identify the holder vis-à-vis the appropriate Austrian authorities.

Article 19 **Austrian nationals, permanent residents of the Republic of Austria and locally recruited staff**

(1) Subject to the provisions of this Agreement, the Republic of Austria shall undertake to respect the exclusively international character of the duties of Austrian nationals and persons who are permanently resident in Austria, and abstain from any action or measure which might be prejudicial to their international task.

(2) Austrian nationals and persons who are permanently resident in Austria, shall enjoy only the privileges and immunities specified in Article 12, Article 14 (1) (a), (b) with the reservations provided for therein, (c),(d), Article 16 (1) (a), (b), (c), (d) and Article 17 (1) (a), (b) and (c).

(3) This Agreement does not apply to locally recruited staff paid an hourly wage.

Article 20 **Purpose of privileges and immunities**

(1) The privileges and immunities provided for in this Agreement are not designed to give personal advantages to the persons to whom they are accorded. They are granted solely to ensure that the Academy is able to perform its official activities unimpeded at all times and that the persons to whom they are accorded have complete independence. The Academy engages to encourage its staff members to comply with their legal obligations.

(2) The Academy shall waive immunity where it considers that such immunity would impede the normal course of justice and that it can be waived without prejudicing the interests of the Academy. In the case of attachment, pursuant to a decision by the judicial authorities, of the salary, emoluments or indemnities owed by the Academy to a staff member of the Academy immunity is deemed to be waived, unless the Academy informs the Austrian authorities within 14 business days of the date on which it is notified of said decision that it does not waive its immunity.

Article 21

Settlement of disputes

Unless the Parties decide otherwise, any dispute concerning the interpretation or application of the present Agreement which cannot be settled by negotiation shall be submitted to arbitration by a tribunal composed of a single arbitrator appointed by the Secretary General of the Permanent Court of Arbitration in accordance with the relevant Optional Rules for Arbitration involving international organizations and States. Such arbitration shall be final and binding. Each Party may however request the Secretary General of the Permanent Court of Arbitration to immediately appoint such an arbitrator to examine a request for provisional measures to protect its rights under the present Agreement. The place of arbitration shall be Vienna and the language to be used in the proceedings of the tribunal shall be English.

Article 22

Most-favoured organization

If and to the extent that the Government of the Republic of Austria shall enter into any agreement with a comparable intergovernmental organization having its seat in Austria containing terms or conditions more favourable to that organization than similar terms or conditions of this Agreement, the Government shall extend such more favourable terms or conditions to the Academy, by means of a supplemental agreement.

Article 23
Entry into force and duration of the Agreement

(1) This Agreement shall be concluded for an indefinite period and shall enter into force on the first day of the third month after the Republic of Austria and the Academy have informed each other of the completion of the procedures required, for each of them, to be bound by it.

(2) The provisions of the present Agreement shall take effect as of 8 March 2011.

(3) This Agreement shall cease to be in force if the seat of the Academy is removed from the territory of the Republic of Austria.

(4) This Agreement may be terminated by either Party by giving notice to the other. It shall cease to be in force six months after the date of receipt of such notice.

(5) The Annex to this Agreement forms an integral part thereof.

Done in Vienna on the 10th of October 2011 in two copies, in the German and English languages, each text being equally authentic.

For the Republic of Austria:

Johannes Kyrle m.p.

For the International
Anti-Corruption Academy:

Martin Kreutner m.p.

ANNEX

Access to the labour market

1. Spouses of staff members of the Academy and their children under age of 21, provided they came to Austria for the purpose of family reunion and forming part of the same household with the principal holder of the identity card issued according to Article 18, shall have preferential access to the labour market. The definition of "staff members of the Academy" according to Article 1 (d) takes account of the specific structure of the Academy. The above mentioned family members are hereinafter called beneficiaries.

2. Upon application, the above mentioned beneficiaries will be issued, by the Federal Ministry for Foreign Affairs, a certificate confirming their preferential status under this Agreement. The issuing of such certificate shall not be conditional on a specific offer of employment. It shall be valid for the entire Austrian territory and its validity shall expire upon expiration of the identity card.

3. The prospective employer of the beneficiary will be granted an employment permit ("Beschäftigungsbewilligung") upon application, provided that the employment is not sought in a sector of the labour market or a region with grave employment problems, as determined by the Austrian Public Employment Service ("Arbeitsmarktservice"). The employment permit may be granted even if the legally fixed maximum number for employment of foreign labour ("Bundeshöchstzahl") has been exceeded.

4. The employment permit shall be issued by the regional office of the Austrian Public Employment Service ("Arbeitsmarktservice") competent for the area in which employment is taken up; in the case of employment which is not confined to a specific location, the competence of the regional office shall be determined by the business seat of the employer.

5. Children who came to Austria before the age of 21 for the purpose of family reunion and who wish to take up employment after the completion of their 21st year of age shall be considered as beneficiaries if the principal holder of the identity card provided for their livelihood before they reached the age of 21 up to the moment in which they took up employment. For all other dependent relatives the normal regulations for access of foreigners to employment in Austria shall apply.

6. The above rules concerning employment shall not apply to self-employed activities. In such cases, the beneficiaries shall comply with the necessary legal requirements for the exercise of such business activities.