

AGREEMENT

BETWEEN THE REPUBLIC OF AUSTRIA

AND

THE INTERNATIONAL CRIMINAL POLICE ORGANIZATION
(“ICPO-INTERPOL”)

REGARDING THE SEAT OF THE INTERPOL ANTI-CORRUPTION
ACADEMY IN AUSTRIA

Preamble

The Republic of Austria and the International Criminal Police Organization (hereinafter referred to as “ICPO-Interpol”)

HAVING REGARD to the fact that ICPO-Interpol has decided to locate the Interpol Anti-Corruption Academy in Austria and having regard to any future decision to locate, with the consent of the Government of the Republic of Austria, other departments of ICPO-Interpol in Austria;

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

HAVE AGREED as follows:

Article 1
Definitions

For the purpose of this Agreement:

- a) “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;
- b) “ICPO-Interpol” means the International Criminal Police Organization;

- c) "Academy" means the Interpol Anti-Corruption Academy which is a department of ICPO-Interpol;
- d) "Staff members of the Academy" means the officials of ICPO-Interpol assigned by ICPO-Interpol to work at the Academy;
- e) "Official of ICPO-Interpol" means all staff members of ICPO-Interpol;
- f) "Officer of ICPO-Interpol" means all members of the organs and subsidiary bodies of ICPO-Interpol;
- g) "Official activities" means any activities necessary for carrying out the purpose of ICPO-Interpol and
- h) "Official Visitors" means representatives of Governments and international organizations co-operating with ICPO-Interpol who are invited by ICPO-Interpol.

Article 2 Legal Capacity and Status

(1) The Republic of Austria recognizes the legal capacity of ICPO-Interpol 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) With regard to studies of at least three years duration which require a completed secondary education as a prerequisite for admission or to studies of at least one year duration which require a completed bachelor programme at a recognised institution of post-secondary education as a prerequisite for admission, the Republic of Austria recognises the Academy as an institution of post-secondary education in the terms of Austrian law with all legal consequences.

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 ICPO-Interpol 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 Secretary General of ICPO-Interpol, represented by the chief executive officer 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 ICPO-Interpol 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) ICPO-Interpol shall have immunity from jurisdiction and enforcement, except:

- a) to the extent that, subject to Article 20 (3), ICPO-Interpol 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, ICPO-Interpol, 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 ICPO-Interpol, wherever situated, shall be immune from any form of seizure, confiscation, expropriation and sequestration.

(3) The property and assets of ICPO-Interpol shall also be immune from any

form of administrative or provisional judicial restraint.

(4) With regard to any dispute between ICPO-Interpol and a private party ICPO-Interpol 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 ICPO-Interpol Constitution and its appendices shall not be within the competence of the tribunal.

Article 6 Inviolability of Archives

The archives of ICPO-Interpol 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 ICPO-Interpol is able to send and receive communications in connection with its official activities without censorship or other interference.

(2) ICPO-Interpol shall enjoy in the Republic of Austria, for its official communications and the transfer of all its documents, treatment not less advantageous to ICPO-Interpol 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) ICPO-Interpol and its property shall be exempt from all forms of taxation.
- (2) Indirect taxes included in the price of goods or services supplied to ICPO-Interpol, including leasing and rental charges, shall be refunded to ICPO-Interpol insofar as Austrian law makes provision to that effect for foreign diplomatic missions.
- (3) All transactions to which ICPO-Interpol 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 ICPO-Interpol, 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 ICPO-Interpol 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 ICPO-Interpol to third parties in the Republic of Austria within two years of their importation or acquisition.
- (6) ICPO-Interpol 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 ICPO-Interpol 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) ICPO-Interpol, the officials of ICPO-Interpol 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) the Secretary General of ICPO-Interpol and members of his family

forming part of his household;

- b) officers of ICPO-Interpol;
- c) officials of ICPO-Interpol;
- d) staff members of the Academy and members of their families forming part of their household;
- e) representatives of governments or organizations invited by the Academy;
- f) official visitors and
- g) participants in the courses and seminars offered by the Academy.

(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 ICPO-Interpol 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 ICPO-Interpol 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 Community legislation, or to stateless persons with permanent residence in Austria.

Article 15 **Chief Executive Officer of the Academy**

In addition to the privileges and immunities specified in Article 14, the chief executive officer of the Academy and senior staff members of the Academy acting on behalf of the chief executive officer during his or her absence from duty shall be accorded the privileges and immunities, exemptions and facilities accorded to heads of diplomatic missions or members of such missions having comparable rank, provided they are not Austrian nationals or are not permanent residents of the Republic of Austria.

Article 16 **Officials and Officers of ICPO-Interpol**

(1) For the duration of their official business, officials and officers of ICPO-Interpol who do not come under Article 14 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 be officials or officers of ICPO-Interpol;
- 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 ICPO-Interpol during such periods and from all tourist taxes.

(3) Former officials of ICPO-Interpol, as defined in Article 1 (e), shall be exempt from national income tax on pensions paid to them by ICPO-Interpol. However, the Republic of Austria shall reserve the right to take these pensions into account when assessing the amount of tax to be levied on income from other

sources.

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 ICPO-Interpol 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 ICPO-Interpol is able to perform its official activities unimpeded at all times and that the persons to whom they are accorded have complete independence. ICPO-Interpol engages to encourage its staff members to comply with their legal obligations.

(2) ICPO-Interpol shall provide suitable procedures for settling:

- a) disputes arising out of contracts or other disputes in private law to which ICPO-Interpol is party;
- b) disputes involving a staff member of the Academy, any official of ICPO-Interpol or officer of ICPO-Interpol who, by reason of his or her official situation, benefits from immunity, provided that such immunity has not been waived by the Secretary General.

(3) ICPO-Interpol 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 ICPO-Interpol.

(4) ICPO-Interpol agrees that, in the case of attachment, pursuant to a decision by the judicial or administrative authorities, of the salary, emoluments or indemnities owed by ICPO-Interpol to a staff member of the Academy, it shall follow the instructions of the authority concerned, unless within 14 business days of the date on which it is notified of said decision it informs the Austrian authorities that compliance would be prejudicial to the interests of ICPO-Interpol.

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 ICPO-Interpol, by means of a supplemental agreement.

Article 23 Other Departments of ICPO-Interpol in Austria

If ICPO-Interpol decides to locate other departments of ICPO-Interpol in Austria, the Government may, by means of a supplemental agreement, extend the application of this Agreement to such other departments.

Article 24 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 ICPO-Interpol have informed each other of the completion of the procedures required, for each of them, to be bound by it.

(2) This Agreement shall cease to be in force if the Seat of the Academy and, if applicable, the other departments of ICPO-Interpol are removed from the territory of the Republic of Austria.

(3) 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.

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

Done in Vienna, on 17th July 2007, in two copies, in the German and English languages, each text being equally authentic.

For the Republic of Austria:

Günther Platter m.p.

For the International Criminal Police
Organization:

Ronald K. Noble 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 European and International 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.