

AGREEMENT
BETWEEN THE REPUBLIC OF AUSTRIA
AND
THE KING ABDULLAH BIN ABDULAZIZ INTERNATIONAL CENTRE FOR
INTERRELIGIOUS AND INTERCULTURAL DIALOGUE
REGARDING THE SEAT OF THE KING ABDULLAH BIN ABDULAZIZ
INTERNATIONAL CENTRE FOR INTERRELIGIOUS AND INTERCULTURAL
DIALOGUE IN AUSTRIA

Preamble

The Republic of Austria and the King Abdullah bin Abdulaziz International Centre for Interreligious and Intercultural Dialogue (hereinafter referred to as the “Centre”),

HAVING REGARD to the Agreement for the establishment of the King Abdullah bin Abdulaziz International Centre for Interreligious and Intercultural Dialogue of 13 October 2011 (hereinafter referred to as the “Agreement Establishing the Centre”);

WITH REGARD to the commitment of the Centre to promote mutual respect and understanding among different religious and cultural groups;

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

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

HAVE AGREED as follows:

Article 1

Definitions

For the purpose of this Agreement:

- a) “Agreement Establishing the Centre” means the Agreement for the establishment of the King Abdullah bin Abdulaziz International Centre for Interreligious and Intercultural Dialogue of 13 October 2011, entered into force on 21 October 2012, 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) “Staff members of the Centre” means all staff members of the Centre as well as all persons seconded by a Government or an international organization to the Centre, but does not include those employees who are locally recruited and assigned to hourly rates;
- d) “Official activities” means any activities necessary for carrying out the purpose of the Centre as set forth in the Agreement Establishing the Centre;
- e) “Official Visitors” means representatives of Governments and international organizations co-operating with the Centre as well as visiting representatives of major religions and faith-based and cultural institutions and experts, including visiting lecturers, who are invited by the Centre;
- f) “Official documents, data and other material” means such documents, data and other items used by the Centre for carrying out the purpose of the Centre;
- g) “Seat” comprises the land, installations and offices that the Centre occupies for its activities in accordance with Article 3.

Article 2

Legal capacity and status

The Republic of Austria recognizes the legal capacity of the Centre as an International Organisation 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.

Article 3

Seat

- 1) The Seat area shall be defined by common understanding between the Centre 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 Centre shall be deemed temporarily to form part of the Seat.

Article 4

Inviolability of the Seat

- 1) The Seat of the Centre 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 the Centre. 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 Centre 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 Centre shall have immunity from jurisdiction and enforcement, except:
 - a) to the extent that, in accordance with Article 20 (2) of this Agreement, the Centre 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 Centre, or in respect of any infringement of regulations governing the keeping, operation and use of motor vehicles;
 - c) in the case of attachment, pursuant to a decision by the administrative or judicial authorities, of the salary, emoluments or indemnities owed by the Centre to a staff member, unless the Centre informs the Austrian authorities within 14 days of the date on which it is notified of said decision that it does not waive its immunity.
- 2) Without prejudice to paragraphs 1 and 3 of this Article, the property and assets of the Centre, wherever situated, shall be immune from any form of seizure, confiscation, expropriation and sequestration.
- 3) The property and assets of the Centre shall also be immune from any form of administrative or provisional judicial restraint.

4) With regard to any dispute between the Centre and a private party the Centre 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 Centre shall not be within the competence of the tribunal.

Article 6

Inviolability of archives

The archives of the Centre and any documents and data carriers belonging to or held by it shall be inviolable wherever located.

Article 7

Protection of the Seat

The Austrian authorities shall exercise due diligence to ensure that the tranquillity of the Seat of the Centre 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 Centre is able to send and receive communications in connection with its official activities without censorship or other interference.

- 2) The Centre shall enjoy in the Republic of Austria, for its official communications and the transfer of all its documents, treatment not less advantageous to the Centre 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 Centre 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 Centre, including leasing and rental charges, shall be refunded to the Centre insofar as Austrian law makes provision to that effect for foreign diplomatic missions.

- 3) All transactions to which the Centre 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 Centre, 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 Centre 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 of this Article shall not be ceded or transferred by the Centre to third parties in the European Union within two years of their importation or acquisition.

6) The Centre 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 Centre may:

- a) purchase and receive through authorized channels, hold and dispose of any currencies and 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 Centre and the staff members of the Centre shall be exempt from all compulsory contributions to any social security scheme of the Republic of Austria.

2) The staff members of the Centre shall have the right to participate in any branch of the social insurance of the Republic of Austria (health, accident and pension insurance) as well as in the unemployment insurance. If a staff member participates in the Austrian social insurance, this insurance shall have the same legal effect as a compulsory insurance.

- 3) The staff members of the Centre may avail themselves of the right under paragraph 2 of this Article 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 Centre.
- 4) Insurance under paragraph 2 of this Article in the selected branch shall take effect with the date of taking up the assignment with the Centre, 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 Centre terminates.
- 6) Throughout the duration of the insurance, staff members of the Centre shall be responsible for the payment of the entire contributions to the competent Gebietskrankenkasse.
- 7) Any declarations required to be made by the staff member of the Centre under paragraph 3 of this Article shall be transmitted by the Centre on behalf of the staff member of the Centre to the Wiener Gebietskrankenkasse. The Centre shall upon request provide the Wiener 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 Directors and the Advisory Forum of the Centre;
 - b) representatives of Parties to the Agreement Establishing the Centre;

- c) staff members of the Centre and members of their families forming part of their household;
 - d) official visitors and
 - e) participants in the conferences, workshops, discussions and other meetings offered by the Centre for the duration of, and travel in connection with, such meetings.
- 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 of this Article in his official capacity with respect to the Centre 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 of this Article, and to require compliance in a reasonable manner with quarantine and health regulations.

Article 14

Staff members of the Centre

- 1) Staff members of the Centre 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 Centre;
 - 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 of this Agreement 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 Centre in connection with their service with it. This exemption shall extend also to assistance given to the families of staff members of the Centre;
- 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 Centre 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 with respect to themselves 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; and, at the termination of their assignment with the Centre, the right to take out of the Republic of Austria through authorized channels without prohibition or restriction, their funds in any currency and up to the same amount as they had brought into the Republic of Austria;
- 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 Centre, 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 **Secretary General of the Centre**

In addition to the privileges and immunities specified in Article 14 of this Agreement, the Secretary-General of the Centre as well as, during his or her absence from duty, the Deputy Secretary General, 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 Centre, members of the Board of Directors and the Advisory Forum**

1) For the duration of their official business, representatives of Parties to the Agreement Establishing the Centre, members of the Board of Directors and the Advisory Forum of the Centre 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 Centre;
 - 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 of this Article 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 Centre 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 of this Article 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 Centre during such periods of duty and from all tourist taxes.

Article 18

Notification of assignments, identity cards

- 1) The Centre shall communicate to the Austrian authorities a list of the staff members of the Centre 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 Centre 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

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) and (d), Article 16 (1) (a), (b), and (c) and Article 17 (1) (a), (b) and (c) of this Agreement.

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

- 2) The Centre 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 Centre.

Article 21

Settlement of disputes

Any dispute between the Republic of Austria and the Centre concerning the interpretation or application of this Agreement or any question affecting the Seat of the Centre, the status of the Centre or relations between the Centre and the Republic of Austria, which is not settled by negotiation or other agreed mode of settlement, shall be referred for final decision to a tribunal of three arbitrators; one to be chosen by the Secretary-General of the Centre, one to be chosen by the Federal Minister for European and International Affairs of the Republic of Austria, and the third, who shall be chairperson of the tribunal, to be chosen by the first two arbitrators. Should the first two arbitrators fail to agree upon the third within six (6) months of their appointment, he shall be chosen by the President of the International Court of Justice at the request of the Republic of Austria or the Centre.

Article 22

Most-favoured organization

If and to the extent that the Government of the Republic of Austria shall enter into an 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 Centre, 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 second month after the Republic of Austria and the Centre 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 21 October 2012.
- 3) This Agreement shall cease to be in force if the Seat of the Centre 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 18 December 2012 in two copies, in the German and English languages, each text being equally authentic.

For the Republic of Austria:

For the King Abdullah bin Abdulaziz
International Centre for Interreligious
and Intercultural Dialogue:

Johannes Kyrle

Faisal Bin Abdulrahman Bin Muaammar

ANNEX**Access to the labour market**

- 1) Spouses of staff members of the Centre 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 Centre” according to Article 1 (c) takes account of the specific structure of the Centre. 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.