

K oznámeniu č. 132/2011 Z. z.

AGREEMENT

FOR THE ESTABLISHMENT OF THE INTERNATIONAL ANTI-CORRUPTION ACADEMY AS AN INTERNATIONAL ORGANIZATION

THE PARTIES,

NOTING the important contributions in the fight against corruption of the United Nations Office on Drugs and Crime (UNODC), as the guardian of the United Nations Convention against Corruption (UNCAC);

ACKNOWLEDGING the preparations made at the international level and in particular the substantial efforts of the Republic of Austria in close cooperation with UNODC as well as of the other founding Parties in establishing the International Anti-Corruption Academy, IACA, (hereinafter referred to as "the Academy") and their strong support for the Academy;

NOTING the long-standing efforts and the continued support of the International Criminal Police Organization (INTERPOL) to design and develop initiatives to prevent and fight corruption worldwide;

NOTING the considerable support of the European Anti-Fraud Office (OLAF) and other participants in this common endeavor;

EMPHASIZING the global and inclusive nature of this initiative and the importance of striving for geographical diversity;

RECOGNIZING the importance of collaboration in joint efforts at the global and regional levels in support of UNCAC and other relevant international instruments;

SHARING common goals with regard to the delivery of technical assistance and capacity building as key instruments in the fight against corruption;

NOTING that anti-corruption education, professional training and research are important components of such assistance and capacity building;

WISHING to enhance their common goals by the establishment of the Academy on the basis of a multilateral agreement open to Member States of the United Nations and intergovernmental organizations (hereinafter referred to as "International Organizations") and inviting them to join forces and to become Parties to this Agreement;

RESPONDING to the invitation of the Republic of Austria to host the Academy in Laxenburg near Vienna;

HAVE AGREED as follows:

ARTICLE I

Establishment and Status

1. There is hereby established the Academy as an International Organization.

2. The Academy shall possess full international legal personality.

3. The Academy shall *inter alia* have the legal capacity:

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

4. The Academy shall operate in accordance with this Agreement.

ARTICLE II

Purpose and Activities

1. The purpose of the Academy shall be to promote effective and efficient prevention and combating of corruption by

- (a) providing anti-corruption education and professional training;
- (b) undertaking and facilitating research into all aspects of corruption;
- (c) providing other relevant forms of technical assistance in the fight against corruption;
- (d) fostering international cooperation and networking in the fight against corruption.

2. The activities of the Academy shall observe the principle of academic freedom, meet highest academic and professional standards and address the phenomenon of corruption in a comprehensive and inter-disciplinary way, taking due account of cultural diversity, gender equality and recent developments in the field of corruption at the global and regional levels.

ARTICLE III

Seat

1. The seat of the Academy shall be located in Laxenburg, Austria, under such terms and conditions as agreed between the Academy and the Republic of Austria.

2. The Academy may establish facilities in other locations as required to support its activities.

ARTICLE IV**Organs**

The Academy shall have

- (a) an Assembly of Parties, hereinafter referred to as "the Assembly";
- (b) a Board of Governors, hereinafter referred to as "the Board";
- (c) an International Senior Advisory Board;
- (d) an International Academic Advisory Board;
- (e) a Dean.

ARTICLE V**Assembly of Parties**

1. The Assembly shall serve as a forum for the Parties to this Agreement to consult on the overall policy of the Academy and on other matters of interest under this Agreement.

2. The Assembly shall consist of representatives of the Parties. Each Party shall appoint a representative to act as a member of the Assembly. Each member of the Assembly shall have one vote.

3. In particular, the Assembly shall:

- (a) Adopt recommendations relating to the Academy's policies and management for consideration by the Board;
- (b) Adopt the work programme and budget of the Academy as proposed by the Board;
- (c) Engage in fund-raising activities for the Academy in accordance with Article XI;
- (d) Elect the members of the Board in accordance with Article VI;
- (e) Decide on the removal of members of the Board by a two-thirds majority;
- (f) Review the progress of activities of the Academy on the basis of, *inter alia*, reports by the Board;
- (g) Approve international agreements;
- (h) Approve the establishment of facilities in other locations.

4. The Assembly shall meet at least once a year and shall take its decisions by simple majority unless otherwise provided by this Agreement. The Assembly shall adopt its rules of procedure and shall elect its officers, including its President and two Vice-Presidents. The members of the Board and the Dean may participate in the meetings of the Assembly without the right to vote.

ARTICLE VI**Board of Governors**

1. The Academy shall be governed by a Board consisting of eleven members in total. Nine members shall be elected by the Assembly taking due account of their qualifications and experience as well as the principle of equitable geographical distribution. In addition, UNODC and the Republic of Austria are each entitled to appoint one member. The members of the Board shall serve in their individual capacity for a term of six years and shall be eligible for reelection/re-appointment for not more than one additional term.

At the first election five members shall be elected for a period of only three years.

2. In particular, the Board shall:

- (a) Decide on the strategy, policies and guidelines for the activities of the Academy;
- (b) Adopt the rules governing the operation of the Academy, including financial regulations and staff rules;
- (c) Appoint the Dean for a renewable period of four years, evaluate his or her activities and terminate, if necessary, the appointment of the Dean;
- (d) Establish, where appropriate, advisory boards and elect their members;
- (e) Elect the members of the International Senior Advisory Board and the International Academic Advisory Board, taking due account of their professional qualifications and experience, the principle of equitable geographical distribution as well as gender equality;
- (f) Submit the work programme and budget of the Academy to the Assembly for adoption;
- (g) Appoint the independent external auditor;
- (h) Approve the annual audited statement of the Academy's accounts;
- (i) Report to the Assembly on the progress of the activities of the Academy;
- (j) Consider the recommendations of the Assembly relating to the Academy's policies and management;
- (k) Adopt strategies and guidelines for ensuring the financial resources of the Academy and assist the Dean's efforts to that effect;
- (l) Determine the conditions of admission of participants in the Academy's academic activities;
- (m) Approve the establishment of cooperative relationships in accordance with Article XIII;
- (n) Submit international agreements to the Assembly for approval;
- (o) Evaluate the activities of the Academy on the basis of reports by the Dean and make recommendations concerning these activities.

3. The Board shall meet at least once a year at the seat of the Academy and shall take its decisions by simple majority unless otherwise provided by this Agreement. Each member shall have one vote. The Board shall adopt its rules of procedure, shall elect its officers, including its Chairperson and Vice-Chairperson, and may establish committees as deemed necessary for the efficient functioning of the Academy.

ARTICLE VII**International Senior Advisory Board**

1. The Board shall be advised by an International Senior Advisory Board (ISAB) consisting of up to fifteen members who shall be eminent personalities with outstanding credentials from a wide variety of backgrounds of importance for the activities of the Academy.

2. The function of the International Senior Advisory Board shall be to reflect on the activities of the Academy and to offer observations and advice on how

the highest standards with regard to the purpose of the Academy can be met and maintained.

3. The members of the International Senior Advisory Board shall serve in their individual capacity for a term of six years and shall be eligible for re-election. At the first election seven members shall be elected for a period of only three years.

4. The International Senior Advisory Board shall meet at least once a year and shall take its decisions by simple majority. Each member shall have one vote. The International Senior Advisory Board shall adopt its rules of procedure and shall elect its officers, including its Chairperson and Vice-Chairperson.

5. The International Senior Advisory Board may recommend to the Board persons who fulfil the criteria of paragraph 1 for election to the International Senior Advisory Board.

ARTICLE VIII

International Academic Advisory Board

1. The Board shall be advised in matters related to education, training and research by an International Academic Advisory Board (IAAB) consisting of up to fifteen members who shall be eminent academic personalities or experts of highest qualifications in the fields of anti-corruption practice, training and research and/or criminal justice and law enforcement related to anti-corruption as well as other fields of importance for the activities of the Academy.

2. The members of the International Academic Advisory Board shall serve in their individual capacity for a term of six years and shall be eligible for re-election. At the first election seven members shall be elected for a period of only three years.

3. The International Academic Advisory Board shall meet at least once a year and shall take its decisions by simple majority. Each member shall have one vote. The Academic Advisory Board shall adopt its rules of procedure and shall elect its officers, including its Chairperson and Vice-Chairperson.

4. The International Academic Advisory Board may recommend to the Board persons who fulfil the criteria of paragraph 1 for election to the International Academic Advisory Board.

ARTICLE IX

Dean

1. The Dean shall be responsible for day-to-day management of the Academy and its substantive programme. The Dean shall report to and be accountable to the Board.

2. In particular, the Dean shall:

- (a) Represent the Academy externally;
- (b) Ensure the proper administration of the Academy, including human resources and financial management;
- (c) Prepare the work programme and budget of the

Academy for consideration by the Board and adoption by the Assembly. The work programme shall include research priorities, training activities, curricula and tool development;

- (d) Implement the work programme and budget;
- (e) Submit to the Board annual and ad hoc reports on the activities of the Academy including an annual audited statement of the Academy's accounts;
- (f) Propose the establishment of cooperative relationships in accordance with Article XIII for approval by the Board;
- (g) Coordinate the work of the Academy with the work of the Parties to this Agreement and other international and national institutions, agencies and networks as relevant taking into account the relevant recommendations and guidelines of the Assembly and the Board as well as advice from the International Senior Advisory Board and the International Academic Advisory Board;
- (h) Enter into contracts and arrangements on behalf of the Academy and negotiate international agreements for consideration by the Board and approval by the Assembly;
- (i) Actively seek appropriate funding for the Academy and accept voluntary contributions on behalf of the Academy in accordance with the relevant Board strategies and guidelines as well as the financial regulations;
- (j) Undertake other assignments or activities as may be determined by the Board.

ARTICLE X

Academic and Administrative Staff

1. The Academy shall strive to recruit and retain academic and administrative staff with the highest possible qualifications.

2. In order to maximize efficiency and cost-effectiveness the Academy shall develop a plan and conclude appropriate arrangements for part-time or visiting academic staff and shall encourage States, International Organizations, universities and other relevant institutions to consider supporting the staffing of the Academy, including by secondment of staff.

ARTICLE XI

Financing of the Academy

1. Notwithstanding the long-term goal to make the Academy self-sustainable, the resources of the Academy include the following:

- (a) voluntary contributions by the Parties to this Agreement;
- (b) voluntary contributions from the private sector and other donors;
- (c) tuition fees, training workshop and technical assistance fees, publication and other service revenue;
- (d) income accruing from such contributions, fees, revenue and other income including from trusts and endowments.

2. The fiscal year of the Academy shall be from 1 January to 31 December.

3. The accounts of the Academy shall, in accordance with the financial regulations adopted by the Board in accordance with Article VI paragraph 2 subparagraph b, be subject to an annual independent external audit which shall meet the highest standards of transparency, accountability and legitimacy.

4. The Parties to this Agreement are encouraged to engage in fund-raising activities for the Academy, including through organizing joint donor conferences.

ARTICLE XII

Consultation and Exchange of Information

1. The Parties to this Agreement shall keep each other informed of and consult on matters of interest concerning their cooperation under this Agreement, either at meetings of the Assembly or at other times as appropriate.

2. Consultation and exchange of information and documents under this Article shall be done in accordance with each Party's applicable rules concerning disclosure of information and subject to arrangements, which the Parties may decide to conclude for the purposes of safeguarding the confidentiality, restricted character and security of the information exchanged.

Any such arrangements shall continue to apply even after the termination of this Agreement and, with regard to a particular Party, even after that Party's withdrawal from this Agreement.

ARTICLE XIII

Cooperative Relationships

The Academy may establish cooperative relationships with States, other International Organizations as well as public or private entities which can contribute to the Academy's work.

ARTICLE XIV

Privileges and Immunities

1. The Academy, the members of the Assembly, the members of the Board, the members of the International Senior Advisory Board and of the International Academic Advisory Board, the Dean, the staff and experts shall enjoy such privileges and immunities as agreed between the Academy and the Republic of Austria.

2. The Academy may conclude agreements with other States in order to secure appropriate privileges and immunities.

ARTICLE XV

Liability

The Parties to this Agreement shall not be responsible, individually or collectively, for any debts, liabilities, or other obligations of the Academy; a statement to this

effect shall be included in each of the agreements concluded by the Academy under Article XIV.

ARTICLE XVI

Amendments

This Agreement may be amended only with the consent of all Parties to this Agreement. Notification of such consent shall be made in writing to the Depositary. Any amendment shall come into force upon receipt by the Depositary of the notification of all Parties to this Agreement, or at such other date as the Parties may agree.

ARTICLE XVII

Transitional Provisions

1. The Parties acknowledge the transitional arrangements for the establishment and initial operations of the Academy contained in the Memorandum concerning the Establishment of the International Anti-Corruption Academy in Laxenburg, Austria of 29 January 2010 and agree to respect them until the decision-making organs of the Academy are fully operational.

2. Any decision affecting obligations entered into for the purposes of the establishment and initial operations of the Academy or creating liability for the Partners (UNODC, the Association "Friends of the Academy" or the Republic of Austria) may only be taken unanimously by the Board.

ARTICLE XVIII

Entry into Force and Depositary

1. This Agreement shall be open for signature by Member States of the United Nations (hereinafter referred to as "States") and intergovernmental organizations (hereinafter referred to as "International Organizations") until 31 December 2010. It shall be subject to ratification, acceptance or approval.

2. States and International Organizations which have not signed this Agreement may subsequently accede thereto.

3. This Agreement shall enter into force sixty days after the date of deposit of the instruments of ratification, acceptance, approval or accession by three States or International Organizations.

4. For every State or International Organization which ratifies, accepts, approves or accedes to this Agreement after the date of its entry into force, this Agreement shall enter into force sixty days after the date of deposit of its instrument of ratification, acceptance, approval or accession.

5. The Federal Minister for European and International Affairs of the Republic of Austria shall be the Depositary of this Agreement.

ARTICLE XIX**Settlement of Disputes**

Any dispute arising between the Academy and any Party to this Agreement or between any Parties under this Agreement concerning the interpretation or application of this Agreement or of any supplementary agreement or any question affecting the Academy or the relations of the Parties 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 each party to the dispute, and the third, who shall be chairman of the tribunal, to be chosen by the first two arbitrators. Should either party to the dispute not have chosen its arbitrator within six months following the appointment by the other party of its arbitrator or should the first two arbitrators fail to agree upon the third within six months following the appointment of the first two arbitrators, such second or third arbitrator shall be chosen by the President of the International Court of Justice at the request of either party to the dispute.

ARTICLE XX**Withdrawal**

1. Any of the Parties to this Agreement may withdraw

from this Agreement by written notification to the Depositary. Such withdrawal shall become effective three months after receipt of such notification by the Depositary.

2. Withdrawal from this Agreement by a Party to this Agreement shall not limit, reduce or otherwise affect its contribution, if any that has been made before the effective date of withdrawal.

ARTICLE XXI**Termination**

1. The Parties to this Agreement, acting unanimously, may terminate this Agreement at any time and wind up the Academy by written notification to the Depositary. Any assets of the Academy remaining after payment of its legal obligations shall be disposed of in accordance with a unanimous decision of the Assembly.

2. The provisions of this Agreement shall continue to be applicable after its termination to the extent necessary to permit an orderly disposal of assets and settlement of accounts.

Done at Vienna on 2 September 2010 in the Arabic, Chinese, English, French, Russian and Spanish languages, each text being equally authentic.