

AGREEMENT BETWEEN
THE AUSTRIAN FEDERAL GOVERNMENT
AND
THE INTERNATIONAL VACCINE INSTITUTE
ON THE LEGAL STATUS OF
THE INTERNATIONAL VACCINE INSTITUTE IN AUSTRIA

Preamble

The Austrian Federal Government (hereinafter referred to as the “Government”) and the International Vaccine Institute (hereinafter referred to as “the Institute”)

CONSIDERING that cooperative efforts in the area of research and development of vaccines needed in developing countries will contribute to the goals of promoting the wide availability of safe, effective, and affordable vaccines for infants and young children and to the public sector of developing countries;

NOTING that the Institute has established an office in Vienna;

CONVINCED that the establishment of such an office will facilitate collaboration between Austrian partners and the Institute in the research and development of vaccines for global health;

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

HAVE AGREED as follows:

Article 1
Definitions

For the purpose of this Agreement:

- (a) “Authorities” means such federal, regional, 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) “Head of the Office” means the head of the office of the Institute in Vienna;
- (c) “Officials of the Institute” means all members of the staff of the office of the Institute in Vienna, except those who are both locally recruited and assigned to hourly rates;

- (d) “Official Visitor” means members of the Board of Trustees of the Institute, representatives of the Institute’s Member States and international organizations co-operating with the Institute as well as participants in the Institute’s programs and other persons invited to the Institute on official business.

Article 2

Legal capacity

The Government recognizes the legal personality of the Institute as an international organization. The Institute shall possess the legal capacity to conclude treaties, to contract, to acquire and dispose of immovable and movable property, to institute and respond to legal proceedings and to take such other action as may be necessary or useful for its purpose and activities.

Article 3

Premises

- (1) The premises of the office of the Institute in Vienna shall comprise the land, installations and offices that the Institute occupies for its activities. Its area shall be defined by common understanding between the Government and the Institute.
- (2) Any further office and conference premises in or outside of Vienna used with the agreement of the Government for meetings convened by the Institute shall be deemed temporarily to form part of the premises.
- (3) The Authorities shall exercise due diligence to ensure that the tranquillity of the premises is not disturbed by any person or group of persons attempting unauthorized entry.

Article 4

Inviolability of the premises

- (1) The premises of the Institute 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 premises to perform any duties except with the consent of, and under conditions approved by, the Head of the Office. 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 Institute to make regulations, the laws and regulations of the Republic of Austria shall apply within the premises.
- (3) Instruments issued by Authorities may be served at the premises.
- (4) The Institute shall be entitled to display its flag and emblem on the premises of the Institute when possible.

Article 5

Immunity from jurisdiction and other actions

- (1) The Institute shall enjoy immunity from jurisdiction and enforcement, except:
- (a) to the extent that the Institute shall have expressly waived such immunity in a particular case;
 - (b) in the case of civil action brought by a third party for damage resulting from an accident caused by a motor vehicle belonging to, or operated on behalf of, the Institute, or in respect of any infringement of laws and regulations governing the keeping, operation and use of motor vehicles;
 - (c) in the case of attachment, pursuant to a decision by the judicial authorities, of the salary, emoluments or indemnities owed by the Institute to an employee of the Institute, unless the Institute informs the Authorities within 14 days of the date on which it is notified of said decision by the Authorities that it does not waive its immunity.
- (2) Without prejudice to paragraph 1, the property and assets of the Institute, wherever situated, shall be immune from any form of seizure, confiscation, expropriation and sequestration or any other form of judicial or administrative restraint.
- (3) Any dispute between the Institute and a private party 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 on the Establishment of the International Vaccine Institute, including the Constitution appended thereto, shall not be within the competence of the tribunal. Employment disputes between the Institute and its employees shall be settled by an effective dispute resolution mechanism that protects the rights of the employees in accordance with the European Convention on Human Rights, pursuant to the Institute's internal regulations.

Article 6

Inviolability of archives

All the correspondence, documents, computer data, manuscripts, still and motion pictures, films and sound recordings, belonging to or held by the Institute in furtherance of its constitutional aims shall be inviolable, wherever located.

Article 7 Communications

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

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

Article 8 Freedom from taxation and customs duties

The Institute, its assets, income and other property shall be exempt:

- (a) from all direct taxes; it is understood, however, that the Institute shall not claim exemption from taxes which are in fact no more than charges for public utility services;
- (b) from all indirect taxes included in the prices of goods or services supplied to the Institute; these taxes shall be refunded to the Institute insofar as Austrian law makes provision to that effect for foreign diplomatic missions;
- (c) from customs duties and other charges provided these are not simply charges for public utility services and prohibitions and restrictions on imports and exports in respect of articles, including motor vehicles and spare parts thereof, imported or exported by the Institute for its official use; it is understood, however, that articles imported under such exemption shall not be ceded or transferred by the Institute to third parties in the Republic of Austria within two years of their importation or acquisition;
- (d) from all customs duties and quantitative restrictions on imports and exports in respect of its publications;
- (e) from all taxes, recording charges and court fees in respect of all transactions to which the Institute is a party and all documents recording such transactions;
- (f) from the obligation to pay employer's contributions to the Family Burden Equalization Fund or an instrument with equivalent objectives.

Article 9 Financial facilities

Without being restricted by financial controls, regulations or moratoria of any kind, the Institute 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;
- (c) transfer its funds, securities and currencies to, from or within the Republic of Austria.

Article 10 **Social security**

- (1) The Institute and Officials of the Institute shall be exempt from all compulsory contributions to any social security scheme in the Republic of Austria.
- (2) Officials of the Institute 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) Officials of the Institute 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 Institute.
- (4) Insurance under paragraph 2 in the selected branch shall take effect with the date of taking up the assignment with the Institute, 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 Institute terminates.
- (6) Throughout the duration of the insurance, Officials of the Institute shall be responsible for the payment of the entire contributions to Österreichische Gesundheitskasse.
- (7) The declarations required to be made by an Official of the Institute under paragraph 3 shall be transmitted by the Institute on behalf of the Official of the Institute to Österreichische Gesundheitskasse. Upon request, the Institute shall provide Österreichische Gesundheitskasse with the information necessary for the implementation of the insurance.

Article 11 **Transit and residence**

- (1) The Government, in accordance with Austrian law, 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 premises, affording them any necessary protection when so travelling:

- (a) Officials of the Institute and members of their family forming part of their household;
 - (b) Official Visitors.
- (2) Visas which may be required by persons referred to in paragraph 1 shall be granted free of charge and as promptly as possible, in accordance with Austrian law.
- (3) No activity performed by any person referred to in paragraph 1 in their official capacity with respect to the Institute shall constitute a reason for preventing their entry into, or 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 12

Officials of the Institute

- (1) Officials of the Institute 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 Officials of the Institute;
 - (b) immunity from the seizure of their personal and official 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 Institute in connection with their service with it. This exemption shall extend also to assistance given to the families of Officials of the Institute;
 - (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 Officials of the Institute 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 when taking up their assignment, and necessary additions to the same within six months thereafter;
 - (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) access to the labour market for members of their families forming part of their household in accordance with Austrian law.

(2) Officials of the Institute and members of their families forming part of their 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 13 **Head of the Office**

In addition to the privileges and immunities specified in Article 12, the Head of the Office as well as, during his or her absence from duty, the Official of the Institute acting on behalf of the Head of the Office, 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 14 **Official Visitors**

- (1) Official Visitors shall enjoy 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 Official Visitors;
 - (b) immunity from the seizure of their personal and official baggage;

- (c) inviolability of all official documents, data and other material;
- (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 Official Visitors may be present in the Republic of Austria for the discharge of their duties shall not be considered as periods of residence. In particular, Official Visitors shall be exempt from taxation on their emoluments and expenses paid by the Institute during such periods of duty.

Article 15 **Notification and identity cards**

(1) The Institute shall communicate to the Authorities a list of the Officials of the Institute and shall revise such list from time to time as may be necessary.

(2) The Government shall issue to the Officials of the Institute and members of their families forming part of their household an identity card bearing the photograph of the holder in accordance with Austrian law. This card shall serve to identify the holder vis-à-vis the Authorities.

Article 16 **Austrian nationals and 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 10, Article 12 (1) (a), (b), (c) and (d) and Article 14 (1) (a), (b) and (c).

Article 17 **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 Institute is able to perform its official activities unimpeded at all times and that the persons to whom they are accorded have complete independence. The Institute shall engage to encourage its officials to comply with their legal obligations.

(2) The Institute 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 Institute.

Article 18 **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, as in force on the date of signature of this Agreement. 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 19 **Most-favoured organization**

If and to the extent that the Government 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 Institute, by means of a supplemental agreement.

Article 20 **Entry into force and duration of the Agreement**

- (1) This Agreement shall be concluded for an indefinite period. It shall enter into force on the first day of the month after the Government and the Institute 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 1 November 2022.
- (3) This Agreement may be terminated by either Party by giving written notice to the other. It shall cease to be in force six months after the date of receipt of such notice.

Done in Seoul, on 14th December 2022 in two copies, in the German and English languages, each text being equally authentic.

For the Austrian Federal Government:

Wolfgang Angerholzer m. p.

For the International Vaccine Institute:

Jerome Kim m. p.

