

第 11/2015 號行政長官公告

中華人民共和國就二零一零年九月二日訂於維也納的《關於建立一個國際組織形式的國際反腐敗學院的協定》（下稱“協定”），於二零一四年九月十五日向奧地利歐洲、一體化和外交事務聯邦部交存加入書；

中華人民共和國於交存加入書時作出聲明，中華人民共和國不受協定第十九條的約束；

中華人民共和國於交存加入書的同日以照會作出通知，協定及就協定第十九條作出的保留適用於澳門特別行政區；

根據協定第十八條第四款的規定，協定自二零一四年十一月十五日起對中華人民共和國生效，包括對澳門特別行政區生效；

基於此，行政長官根據澳門特別行政區第3/1999號法律第六條第一款的規定，命令公佈協定的中文及英文正式文本。

二零一五年二月十六日發佈。

行政長官 崔世安

Aviso do Chefe do Executivo n.º 11/2015

Considerando que a República Popular da China, em 15 de Setembro de 2014, depositou junto do Ministério Federal dos Assuntos Europeus, da Integração e dos Negócios Estrangeiros da Áustria, o seu instrumento de adesão ao Acordo para a Constituição da Academia Internacional Contra a Corrupção como Organização Internacional, concluído em Viena em 2 de Setembro de 2010, adiante designado por Acordo;

Considerando igualmente que, no momento do depósito do seu instrumento de adesão, a República Popular da China declarou que não se encontra vinculada pelo artigo 19.º do Acordo;

Mais considerando que, na data do depósito do instrumento de adesão, a República Popular da China notificou, por nota, que o Acordo e a reserva formulada ao seu artigo 19.º se aplicam na Região Administrativa Especial de Macau;

Considerando ainda que, nos termos do disposto no n.º 4 do artigo 18.º do Acordo, o mesmo entrou em vigor para a República Popular da China, incluindo a Região Administrativa Especial de Macau, em 15 de Novembro de 2014;

O Chefe do Executivo manda publicar, nos termos do n.º 1 do artigo 6.º da Lei n.º 3/1999 da Região Administrativa Especial de Macau, o texto autêntico do Acordo em línguas chinesa e inglesa.

Promulgado em 16 de Fevereiro de 2015.

O Chefe do Executivo, *Chui Sai On*.

關於建立一個國際組織形式的

國際反腐敗學院的協定

各締約方，

注意到聯合國毒品和犯罪問題辦公室（毒品和犯罪問題辦公室）作為《聯合國反腐敗公約》的衛士在打擊腐敗方面所作的重要貢獻；

認識到為建立國際反腐敗學院（以下稱學院），奧地利共和國與毒品和犯罪問題辦公室密切合作，會同其他創始締約方在國際一級所做的籌備工作特別是作出的實質性努力，以及他們對學院的強有力支持；

注意到國際刑事警察組織（以下稱刑警組織）所作的長期不懈努力及繼續支持計劃和制定防止和打擊世界範圍內的腐敗的舉措；

注意到歐洲反詐騙局和參與這一共同努力的其他各方的大力支持；

強調這一舉措的全球性和廣納性以及努力實現地域多樣化的重要性；

認識到在全球和區域一級通力合作，支持《聯合國反腐敗公約》和其他有關國際文書的重要性；

分享在技術援助執行額和能力建設等打擊腐敗的主要手段方面的共同目標；

注意到反腐敗教育、專業培訓和研究是這類援助和能力建設的重要組成部分；

希望通過根據一項向聯合國會員國和政府間組織（以下稱國際組織）開放的多邊協定建立學院，加強他們的共同目標，並請他們通力合作並加入本協定；

回應奧地利共和國關於學院設在維也納附近的拉克森堡的邀請；

茲商定如下：

第一條

設立和地位

1. 特此建立學院作為一個國際組織。
2. 學院應擁有完全的國際法人地位。
3. 學院除其他外應有以下法律行為能力：
 - （a） 訂立合同；
 - （b） 獲得和處置不動產和動產；
 - （c） 提起和應對法律程序；
 - （d） 採取履行其宗旨和活動可能必要的其他行動。
4. 學院應根據本協定運作。

第二條

宗旨和活動

1. 學院的宗旨應是通過以下方式促進有效和高效地防止和打擊腐敗：

- (a) 提供反腐敗教育和專業培訓；
- (b) 進行和促進對腐敗所有方面的深入研究；
- (c) 提供打擊腐敗方面其他相關形式的技術援助；
- (d) 促進打擊腐敗方面的國際合作和建立網絡。

2. 學院的活動應遵守學術自由原則，達到最高的學術和專業標準並以一種綜合的、跨學科方式處理腐敗現象，同時適當考慮到文化多樣性、兩性平等以及全球和區域一級腐敗領域的最新動態。

第三條

所在地

1. 根據學院與奧地利共和國商定的條款和條件，學院所在地應位於奧地利拉克森堡。

2. 學院可根據支持其活動的需要，在其他地點建立設施。

第四條

組織結構

學院應設有

- (a) 一個締約方大會，以下稱大會；
- (b) 一個理事會；
- (c) 一個國際高級諮詢理事會；
- (d) 一個國際學術諮詢理事會；
- (e) 一名院長。

第五條

締約方大會

1. 大會應作為本協定締約方就學院總體方針政策和本協定下其他有關事項進行協商的論壇。
2. 大會應由締約方代表組成。每一締約方應指定一名代表擔任大會成員。大會每一成員應有一票表決權。
3. 大會特別應：
 - (a) 通過關於學院政策和管理方面的建議供理事會審議；

- (b) 通過理事會提議的學院工作方案和預算；
- (c) 根據本協定第十一條參與學院籌資活動；
- (d) 根據第六條選舉理事會成員；
- (e) 以三分之二多數決定免去理事會成員資格；
- (f) 除其他外根據理事會的報告審查學院活動的進展情況；
- (g) 核准國際協議；
- (h) 核准在其他地點建立設施。

4. 除非本協定另有規定，大會應每年至少舉行一次會議並以簡單多數作出決定。大會應通過其議事規則並選舉其主席團成員，包括一名主席和兩名副主席。理事會成員和院長可參加大會會議但無表決權。

第六條

理事會

1. 學院應由理事會管理，理事會由總共 11 名成員組成。其中九名成員應由大會適當考慮到其資格和經驗以及公平地域分配原則選舉產生。此外，毒品和犯罪問題辦公室和奧地利共和國各有權任命一名成員。理事會成員應以其個人身份任職，任期六年並有資格連選連任，但僅連任一期。在第一次選舉時，應選出五名成員其任期僅為三年。

2. 理事會特別應：

- (a) 決定學院活動的戰略、政策和指導方針；
- (b) 通過學院運作規則，包括財務條例和工作人員細則；
- (c) 任命院長續任四年，評價其工作，必要時終止對院長的任命；
- (d) 酌情設立諮詢理事會並選舉其成員；
- (e) 選舉國際高級諮詢理事會和國際學術諮詢理事會成員，適當考慮到其專業資格和經驗、公平地域分配原則以及兩性平等問題；
- (f) 向大會提交學院的工作方案和預算供大會通過；
- (g) 任命獨立外聘審計員；
- (h) 核准經審計的學院年度帳目報表；
- (i) 向大會提交關於學院活動進展情況的報告；
- (j) 審議大會有關學院政策和管理方面的建議；
- (k) 通過各項戰略和準則以確保學院的財政資源並協助院長開展這方面的工作；
- (l) 確定接納參與者參與學院學術活動的條件；
- (m) 根據本協定第十三條核准建立合作關係；
- (n) 向大會提交國際協議供其核准；
- (o) 根據院長的報告評價學院的活動並就這些活動提出建議。

3. 除非本協定另有規定，理事會應每年在學院所在地至少召開一次會議並以簡單多數作出決定。每一成員應有一票表決權。理事會應通過其議事規則並選舉其主席團成員，包括主席和副主席，並在認為必要時可為學院的有效運作設立委員會。

第七條

國際高級諮詢理事會

1. 理事會應由一個國際高級諮詢理事會提供諮詢意見，該諮詢理事會由最多十五名享有極高聲譽、來自對學院的活動十分重要的各種背景的傑出人士組成。

2. 國際高級諮詢理事會的職能應是思考學院的活動並就如何能夠達到和保持與學院宗旨有關的最高標準提供意見和建議。

3. 國際高級諮詢理事會成員應以其個人身份任職，任期六年並有資格再次當選。在第一次選舉時，應選出七名成員其任期僅為三年。

4. 國際高級諮詢理事會應每年至少舉行一次會議並以簡單多數作出決定。每一成員應有一票表決權。國際高級諮詢理事會應通過其議事規則並選舉其主席團成員，包括主席和副主席。

5. 國際高級諮詢理事會可向理事會推薦符合本條第 1 款規定的標準的人士以供選入國際高級諮詢理事會。

第八條

國際學術諮詢理事會

1. 理事會應由一個國際學術諮詢理事會就有關教育、培訓和研究事項提供諮詢意見，該學術諮詢理事會由最多十五名在與反腐敗有關的反腐敗做法、培訓、研究和/或刑事司法和執法領域以及對學院的活動十分重要的其他領域的傑出學術人士或最高素質的專家組成。

2. 國際學術諮詢理事會成員應以其個人身份任職，任期六年並有資格再次當選。在第一次選舉時，應選出七名成員其任期僅為三年。

3. 國際學術諮詢理事會應每年至少舉行一次會議並以簡單多數作出決定。每一成員應有一票表決權。學術諮詢理事會應通過其議事規則並選舉其主席團成員，包括主席和副主席。

4. 國際學術諮詢理事會可向理事會推薦符合本條第1款規定的標準的人士以供選入國際學術諮詢理事會。

第九條

院長

1. 院長應負責學院及其實務方案的日常管理。院長應向理事會報告工作和述職。

2. 院長特別應：

- (a) 對外代表學院；
- (b) 確保學院的適當管理，包括人力資源和財務管理；
- (c) 制定學院的工作方案和預算供理事會審議和大會通過。工作方案應包括研究重點、培訓活動、課程和工具開發；
- (d) 執行工作方案和預算；
- (e) 向理事會提交關於學院活動的年度報告和臨時報告，包括經審計的學院年度帳目報表；
- (f) 根據本協定第十三條提議建立合作關係供理事會核准；
- (g) 考慮到大會和理事會的有關建議和指導方針以及國際高級諮詢理事會和國際學術諮詢理事會提出的諮詢意見，使學院的工作與本協定締約方和其他有關國際和國家機關、機構和網絡的工作和協調；
- (h) 代表學院簽署合同和安排事務，並談判國際協議供理事會審議和大會核准；
- (i) 根據理事會的有關戰略和指導方針以及財務條例，為學院積極尋找適當的供資來源並代表學院接受自願捐款；
- (j) 執行理事會可能確定的其他任務或活動。

第十條

學術和行政工作人員

1. 學院應努力招聘和保留具有儘可能高的資質的學術和行政工作人員。

2. 為最大限度地提高效率 and 成本效益，學院應制定一項計劃並為非全時工作人員或訪問學者作出適當安排，應鼓勵各國、國際組織、大學和其他相關機構考慮通過包括人員借調等方式支持學院的人員配置。

第十一條

學院的經費來源

1. 儘管學院的長期目標是使學院能夠自負盈虧，但學院的經費來源包括以下方面：

- (a) 本協定締約方的自願捐款；
- (b) 私營部門和其他捐助者的自願捐款；
- (c) 學費、培訓講習班和技術援助費、出版物和其他服務收入；
- (d) 從這類捐款、收費、收入所產生的收益和其他收益，包括來自信託和捐贈的收益。

2. 學院的財政年度應為 1 月 1 日至 12 月 31 日。

3. 根據理事會依照本協定第六條第 2 款 b 項通過的財務條例，學院的帳目應每年接受獨立的外部審計，審計應達到透明度、問責制和合法性方面的最高標準。

4. 鼓勵本協定締約方參與學院籌資活動，包括通過組織聯合捐助會議進行籌資。

第十二條

協商和交流信息

1. 本協定締約方應在大會會議上或酌情在其他時候就本協定下合作的相關事項相互通報信息和進行協商。

2. 本條所規定的協商和交流信息及文件應依照各締約方適用的信息披露規則和締約方為維護所交流的信息的機密性、限制性和安全而可能決定作出的安排。任何此類安排即使在本協定終止後應繼續適用，就特定締約方而言，即使在該締約方退出本協定之後應繼續適用。

第十三條

合作關係

學院可與各國、其他國際組織以及能夠對學院的工作作出貢獻的公共或私人實體建立合作關係。

第十四條

特權與豁免

1. 學院、大會成員、理事會成員、國際高級諮詢理事會和國際學術諮詢理事會的成員、院長、工作人員和專家應享有學院和奧地利共和國商定的各項特權與豁免。
2. 學院可與其他國家訂立協議以確保適當的特權與豁免。

第十五條

債務

本協定締約方不應單獨或集體對學院的任何債務、負債或其他義務負責；有關此內容的一項聲明應列入學院根據本協定第十四條訂立的每一協議。

第十六條

修改

本協定只有在本協定所有締約方同意的情況下方可予以修改。關於同意的通知應以書面形式交給保存人。任何修改應在保存人收到本協定所有締約方的通知後立即生效，或在締約方可能商定的其他日期生效。

第十七條

過渡性規定

1. 締約方承認 2010 年 1 月 29 日關於在奧地利拉克森堡建立國際反腐敗學院的諒解備忘錄中所載的關於學院的建立和初步運作的過渡性安排，並同意尊重這些安排，直到學院的決策機構充分運作。

2. 影響為學院的建立和初步運作而簽署的義務或為合作方（毒品和犯罪問題辦公室、“學院之友”協會或奧地利共和國）帶來債務的任何決定只能由理事會一致同意作出。

第十八條

生效和交存

1. 本協定應向聯合國會員國（以下稱國家）和政府間組織（以下稱國際組織）開放至 2010 年 12 月 31 日以供簽署。本協定須經批准、接受或核准。

2. 尚未簽署本協定的國家和國際組織可隨後加入本協定。

3. 本協定應在三個國家或國際組織交存批准書、接受書、核准書或加入書後第 60 日起生效。

4. 對於在本協定生效日期之後批准、接受、核准或加入本協定的每個國家或國際組織而言，本協定應在交存其批准書、接受書、核准書或加入書後第 60 日起生效。

5. 奧地利共和國歐洲與國際事務聯邦部部長應為本協定保存人。

第十九條

爭議解決

學院與本協定任何締約方之間或者本協定任何締約方相互之間就本協定或任何補充協定的解釋或適用發生的任何爭議，或就影響學院或締約方關係的任何問題發生的任何爭議，這些爭議不能通過談判或其他商定的解決方式予以解決的，應提交仲裁庭作出最後裁定，仲裁庭由三名仲裁人組成：由爭議的當事雙方各選擇一名仲裁人，第三位仲裁人 - 應為仲裁主席 - 由前兩名仲裁人選出。如果爭議的任何一方在另一方指定了其仲裁人之後六個月內未選擇其仲裁人或者在指定了前兩名仲裁人之後六個月內該兩位仲裁人未能就第三位仲裁人達成一致，則應由國際法院院長根據爭議的任何一方的請求選出第二或第三位仲裁人。

第二十條

退出

1. 本協定任何締約方可通過向保存人發出書面通知，退出本協定。此種退出應在保存人收到退出通知之日起三個月後生效。

2. 如果在退出生效日期之前進行任何捐款的話，本協定締約方退出本協定不應限制、減少或以其他方式影響其捐款。

第二十一條

終止

1. 本協定締約方經一致同意，可通過向保存人發出書面通知，在任何時候終止本協定並對學院進行清算。學院在償還其法定債務後剩餘的任何資產應按照大會的一致決定予以處理。

2. 本協定的條款在本協定終止後應在有序處理資產和清算帳目所必要的範圍內繼續適用。

本協定於二〇一〇年九月二日在維也納以阿拉伯文、中文、英文、法文、俄文和西班牙文訂立，各文本具有同等效力。

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 re-election/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.

二零一五年二月十七日於行政長官辦公室

辦公室主任 柯嵐

Gabinete do Chefe do Executivo, aos 17 de Fevereiro de 2015. — O Chefe do Gabinete, *O Lam*.