



International Atomic Energy Agency

## INFORMATION CIRCULAR

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### THE TEXTS OF THE AGENCY'S HEADQUARTERS AGREEMENT WITH AUSTRIA AND RELATED AGREEMENTS

1. The texts of six agreements concluded between the Agency and the Republic of Austria as a result of the location of the Agency's headquarters in Austria, which were in force on 31 October 1975, are reproduced in this document for the information of all Members [1]
2. The agreements deal with the following subjects:
  - I. Provision for the location of the Agency's headquarters in Austria, and matters arising therefrom ("The Headquarters Agreement")
  - II. Currency exchange facilities
  - III. The use of certain buildings for the Agency's temporary headquarters
  - IV. The Agency's commissary
  - V. Social security arrangements for staff members
  - VI. Reimbursement of turnover taxes on goods and services

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[1] The footnotes to the texts have been added in the present information circular.

## I

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND  
THE REPUBLIC OF AUSTRIA REGARDING THE HEADQUARTERS OF THE  
INTERNATIONAL ATOMIC ENERGY AGENCY[2]

The International Atomic Energy Agency

and

The Republic of Austria

Desiring to conclude an agreement to establish the seat of the International Atomic Energy Agency in or near the City of Vienna and to regulate questions arising as a result thereof:

Have appointed as their representatives for this purpose:

The International Atomic Energy Agency:

W. Sterling Cole,

Director General

and

The Federal President of the Republic of Austria:

DDr. h. c. Dipl.-Ing. Leopold Figl,

Federal Minister for Foreign Affairs

who have agreed as follows:

# Article I

## DEFINITIONS

### Section 1

In this Agreement,

- (a) The expression "the IAEA" means the International Atomic Energy Agency;
- (b) The expression "the Government" means the Federal Government of the Republic of Austria;

[2] This Agreement entered into force on 1 March 1958 pursuant to an exchange of notes dated 26 February 1958 as provided for in Section 52(a); by agreement of the parties it was applied provisionally from 1 January 1958. Amendments to the Agreement signed on 4 June 1970 entered into force on 1 October 1971 by an exchange of notes of the latter date.

- (c) The expression "Director General" means the Director General of the IAEA or any officer designated to act on his behalf;
- (d) The expression "appropriate 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;
- (e) The expression "laws of the Republic of Austria" includes:
  - (i) the federal constitution and state constitutions; and
  - (ii) legislative acts, regulations and orders issued by or under authority of the Government or appropriate Austrian authorities;
- (f) The expression "headquarters seat" means:
  - (i) the headquarters area with the building or buildings upon it, as may from time to time be defined in the supplemental agreements referred to in Section 3; and
  - (ii) any other land or building which may from time to time be included temporarily or permanently, therein in accordance with this Agreement or by supplemental agreement with the Government;
- (g) The expression "Member State" means a State which is a member of the IAEA;
- (h) The expression "Governor" means a Governor appointed to the Board of Governors of the IAEA;
- (i) The expression "alternates for and advisers and experts attached to Governors" includes alternates, advisers and experts attached to Governors, but does not include clerical and other auxiliary personnel;
- (j) The expression "resident representative to the IAEA" means the principal resident representative to the IAEA designated by a Member State;
- (k) The expression "each member of the resident delegation of a Member State to the IAEA" includes members of the delegation of the resident representative to the IAEA, but does not include clerical and other auxiliary personnel;
- (l) The expression "representatives of Member States" includes accredited representatives of Member States and members of their delegations, but does not include clerical and other auxiliary personnel;
- (m) The expression "meetings convened by the IAEA" means any meetings of the General Conference of the IAEA or of the Board of Governors of the IAEA, or any international conferences or other gatherings convened by the IAEA or under its sponsorship;
- (n) The expression "archives of the IAEA" includes records and correspondence, documents, manuscripts, still and moving pictures, films and sound recordings belonging to or held by the IAEA;

- (o) The expression "officials of the IAEA" means the Director General and all members of the staff of the IAEA<sup>[3]</sup> except those who are locally recruited and assigned to hourly rates; and
- (p) The expression "property" as used in Article VIII means all property, including funds and other assets, belonging to the IAEA or held or administered by the IAEA in furtherance of its statutory functions and all income of the IAEA.

## Article II

### THE HEADQUARTERS SEAT

#### Section 2

- (a) The permanent headquarters of the IAEA shall be in the headquarters seat, and shall not be removed therefrom unless the IAEA should so decide. Any transfer of the headquarters temporarily to another place shall not constitute a removal of the permanent headquarters unless there is an express decision by the IAEA to that effect.
- (b) Any building which is used with the concurrence of the Government for meetings convened by the IAEA shall be temporarily included in the headquarters seat.
- (c) The appropriate Austrian authorities shall take whatever action may be necessary to ensure that the IAEA shall not be dispossessed of all or any part of the headquarters seat without the express consent of the IAEA.

#### Section 3

The Government grants to the IAEA, and the IAEA accepts from the Government, the permanent use and occupation of a headquarters seat as may from time to time be defined in supplemental agreements to be concluded between the IAEA and the Government.

#### Section 4

- (a) To enable the IAEA to participate in the United Nations network of short-wave communications, the Government shall, upon request, grant to the IAEA for official purposes appropriate radio and other telecommunication facilities in conformity with technical arrangements to be made with the International Telecommunication Union.
- (b) The IAEA may establish and operate such additional radio and other telecommunication facilities as may be specified by supplemental agreement between the IAEA and the appropriate Austrian authorities.

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[3] An Exchange of Notes, dated 20 December 1964 and 1 March 1965 respectively, between the Director General of the Agency and the Federal Minister for Foreign Affairs of the Republic of Austria provided that with effect from the latter date the term "members of the staff of the IAEA" shall "be considered to include members of the secretariats of the United Nations and the specialized agencies attached to the staff of the International Atomic Energy Agency on a continuing basis by agreement between the International Atomic Energy Agency and the organizations concerned", and further that "the professional grade of such members of the secretariats of those organizations shall be considered the equivalent of the corresponding grade in the staff of the International Atomic Energy Agency".

Section 5

The IAEA may establish and operate research and other technical facilities of any type. These facilities shall be subject to appropriate safeguards which, in the case of facilities which might create hazards to health or safety or interfere with property, shall be agreed with the appropriate Austrian authorities.

Section 6

The facilities provided for in Sections 4 and 5 may, to the extent necessary for efficient operation, be established and operated outside the headquarters area. The appropriate Austrian authorities shall, at the request of the IAEA, make arrangements, on such terms and in such manner as may be agreed upon by supplemental agreement, for the acquisition or use by the IAEA of appropriate premises for such purposes and for the inclusion of such premises in the headquarters seat.

Article III

EXTRATERRITORIALITY OF THE HEADQUARTERS SEAT

Section 7

- (a) The Government recognizes the extraterritoriality of the headquarters seat, which shall be under the control and authority of the IAEA as provided in this Agreement.
- (b) Except as otherwise provided in this Agreement, and subject to any regulation enacted under Section 8, the laws of the Republic of Austria shall apply within the headquarters seat.
- (c) Except as otherwise provided in this Agreement, the courts or other appropriate organs of the Republic of Austria shall have jurisdiction, as provided in applicable laws, over acts done and transactions taking place in the headquarters seat.

Section 8

- (a) The IAEA shall have the power to make regulations, operative within the headquarters seat, for the purpose of establishing therein any conditions necessary for the full execution of its functions. No laws of the Republic of Austria which are inconsistent with a regulation of the IAEA authorized by this Section shall, to the extent of such inconsistency, be applicable within the headquarters seat. Any dispute between the IAEA and the Republic of Austria as to whether a regulation of the IAEA is authorized by this Section or as to whether a law of the Republic of Austria is inconsistent with any regulation of the IAEA authorized by this Section, shall be promptly settled by the procedure set out in Section 51. Pending such settlement, the regulation of the IAEA shall apply and the law of the Republic of Austria shall be inapplicable in the headquarters seat to the extent that the IAEA claims it to be inconsistent with the regulation of the IAEA.
- (b) The IAEA shall from time to time inform the Government, as may be appropriate, of regulations made by it falling within sub-section (a).
- (c) This Section shall not prevent the reasonable application of fire protection or sanitary regulations of the appropriate Austrian authorities.

Section 9

- (a) The headquarters seat shall be inviolable. No officer or official of the Republic of Austria, or other person exercising any public authority within the Republic of Austria, shall enter the headquarters seat to perform any duties therein except with the consent of, and under conditions approved by, the Director General. The service of legal process, including the seizure of private property, shall not take place within the headquarters seat except with the express consent of, and under conditions approved by, the Director General.
- (b) Without prejudice to Article XI the LAEA shall prevent the headquarters seat from being used as a refuge by persons who are avoiding arrest under any law of the Republic of Austria, who are required by the Government for extradition to another country, or who are endeavouring to avoid service of legal process.

## Article IV

## PROTECTION OF THE HEADQUARTERS SEAT

Section 10

- (a) The appropriate Austrian authorities shall exercise due diligence to ensure that the tranquillity of the headquarters seat is not disturbed by any person or group of persons attempting unauthorized entry into or creating disturbances in the immediate vicinity of the headquarters seat, and shall provide on the boundaries of the headquarters seat such police protection as may be required for this purpose.
- (b) If so requested by the Director General, the appropriate Austrian authorities shall provide a sufficient number of police for the preservation of law and order in the headquarters seat.

Section 11

The appropriate Austrian authorities shall take all reasonable steps to ensure that the amenities of the headquarters seat are not prejudiced and that the purposes for which the headquarters seat is required are not obstructed by any use made of the land or buildings in the vicinity of the headquarters seat. The LAEA shall take all reasonable steps to ensure that the amenities of the land in the vicinity of the headquarters seat are not prejudiced by any use made of the land or buildings in the headquarters seat.

## Article V

## PUBLIC SERVICES IN THE HEADQUARTERS SEAT

Section 12

- (a) The appropriate Austrian authorities shall exercise, to the extent requested by the Director General, their respective powers to ensure that the headquarters seat shall be supplied with the necessary public services, including, without limitation by reason of this enumeration, electricity, water, sewerage, gas, post, telephone, telegraph, local transportation, drainage, collection of refuse, fire protection and snow removal from public streets, and that such public services shall be supplied on equitable terms.

- (b) In case of any interruption or threatened interruption of any such services, the appropriate Austrian authorities shall consider the needs of the IAEA as being of equal importance with those of essential agencies of the Government, and shall take steps accordingly to ensure that the work of the IAEA is not prejudiced.
- (c) The Director General shall, upon request, make suitable arrangements to enable duly authorized representatives of the appropriate public service bodies to inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers within the headquarters seat under conditions which shall not unreasonably disturb the carrying out of the functions of the IAEA.
- (d) Where gas, electricity, water or heat are supplied by appropriate Austrian authorities, or where the prices thereof are under their control, the IAEA shall be supplied at tariffs which shall not exceed the lowest comparable rates accorded to Austrian governmental administrations.

## Article VI

### COMMUNICATIONS AND TRANSPORTATION

#### Section 13

The IAEA shall enjoy, as far as may be compatible with any international conventions, regulations and arrangements to which the Government is a party, for its official communications, treatment not less favourable than that accorded by the Government to any other organization or government, including diplomatic missions of such other government, in the matter of priorities and rates for mails, cables, telegrams, radiograms, telephotos, television, telephone and other communications, and press rates for information to press and radio.

#### Section 14

The IAEA shall be entitled for its official purposes to use the railroad facilities of the Government at tariffs which shall not exceed the lowest comparable passenger fares and freight rates accorded to Austrian governmental administrations.

#### Section 15

- (a) All official communications directed to the IAEA, or to any of its officials at the headquarters seat, and all outward official communications of the IAEA, by whatever means or in whatever form transmitted, shall be immune from censorship and from any other form of interception or interference with their privacy. Such immunity shall extend, without limitation by reason of this enumeration, to publications, still and moving pictures, films and sound recordings.
- (b) The IAEA shall have the right to use codes and to dispatch and receive correspondence and other official communications by courier or in sealed bags, which shall have the same privileges and immunities as diplomatic couriers and bags.

## Article VII

JURIDICAL PERSONALITY, FREEDOM OF ASSEMBLY AND  
FREEDOM OF PUBLICATIONSection 16

The Government recognizes the juridical personality of the IAEA and, in particular, its capacity:

- (a) to contract;
- (b) to acquire and dispose of movable and immovable property; and
- (c) to institute legal proceedings.

Section 17

- (a) The Government recognizes the right of the IAEA to convene meetings within the headquarters seat or, with the concurrence of the Government or any appropriate Austrian authorities designated by it, elsewhere in the Republic of Austria.
- (b) To ensure full freedom of assembly and discussion, the Government shall take all proper steps to guarantee that no impediment is placed in the way of conducting the proceedings of any meeting convened by the IAEA.

Section 18

- (a) The Government recognizes the right of the IAEA freely to publish and broadcast within the Republic of Austria for purposes specified in its Statute.
- (b) It is, however, understood that the IAEA shall respect any laws of the Republic of Austria, or any international conventions to which the Republic of Austria is a party, relating to copyrights.

## Article VIII

## PROPERTY OF THE IAEA AND FREEDOM FROM TAXATION

Section 19

The IAEA and its property, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except in so far as in any particular case the IAEA shall have expressly waived its immunity. It is, however, understood that no waiver of immunity shall extend to any measure of execution.

Section 20

The property of the IAEA, wherever located and by whomsoever held, shall enjoy immunity from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

Section 21

The archives of the IAEA shall be inviolable wherever located.

Section 22

- (a) The IAEA and its property shall be exempt from all forms of taxation, provided, however, that such tax exemption shall not extend to the owner or lessor of any property rented by the IAEA.
- (b) In so far as the Government, for important administrative considerations, may be unable to grant the IAEA exemption from indirect taxes which constitute part of the cost of goods purchased by or services rendered to the IAEA, the Government shall reimburse the IAEA for such taxes by the payment, from time to time, of lump sums to be agreed upon by the IAEA and the Government. It is, however, understood that the IAEA will not claim reimbursement with respect to minor purchases. With respect to such taxes, the IAEA shall at all times enjoy at least the same exemptions and facilities as are granted to Austrian governmental administrations or to chiefs of diplomatic mission accredited to the Republic of Austria, whichever are the more favourable. It is further understood that the IAEA will not claim exemption from taxes which are in fact no more than charges for public utility services.
- (c) Notwithstanding sub-section (b), all transactions to which the IAEA is a party and all documents recording such transactions shall be exempt from all taxes, recording fees, and documentary taxes.
- (d) Articles imported or exported by the IAEA for official purposes shall be exempt from customs duties and other levies, prohibitions and restrictions on imports and exports. Such articles shall include, without limitation by reason of this enumeration, scientific and industrial plant, equipment and materials of any kind.
- (e) The IAEA shall be exempt from customs duties and other levies, prohibitions and restrictions on the importation of service automobiles, and spare parts thereof, required for its official purposes.
- (f) The Government shall, if requested, grant allotments of gasoline or other fuels and lubricating oils for each such automobile operated by the IAEA in such quantities as are required for its work and at any special rates which may be established for diplomatic missions in the Republic of Austria.
- (g) Articles imported in accordance with sub-sections (d) and (e) or obtained from the Government in accordance with sub-section (f) of this Section shall not be sold by the IAEA in the Republic of Austria within two years of their importation or acquisition, unless otherwise agreed upon by the Government.

Article IX

FINANCIAL FACILITIES

Section 23

- (a) Without being subject to any financial controls, regulations or moratoria of any kind, the IAEA may freely:
  - (i) Purchase any currencies through authorized channels and hold and dispose of them;
  - (ii) Operate accounts in any currency;
  - (iii) Purchase through authorized channels, hold and dispose of funds, securities and gold;

- (iv) Transfer its funds, securities, gold and currencies to or from the Republic of Austria, to or from any other country, or within the Republic of Austria; and
  - (v) Raise funds through the exercise of its borrowing power or in any other manner which it deems desirable, except that with respect to the raising of funds within the Republic of Austria, the IAEA shall obtain the concurrence of the Government.
- (b) The Government shall assist the IAEA to obtain the most favourable conditions as regards exchange rates, banking commissions in exchange transactions and the like.
  - (c) The IAEA shall, in exercising its rights under this Section, pay due regard to any representations made by the Government in so far as effect can be given to such representations without prejudicing the interests of the IAEA.

## Article X

### SOCIAL SECURITY AND PENSION FUNDS

#### Section 24

The United Nations Joint Staff Pension Fund and any pension or provident fund established by or conducted under the authority of the IAEA shall enjoy legal capacity in the Republic of Austria if the IAEA so requests and shall enjoy the same exemptions, privileges and immunities as the IAEA itself. The legal status enjoyed by the United Nations Joint Staff Pension Fund in the Republic of Austria by virtue of other international agreements shall not be affected by this provision.

#### Section 25

The IAEA shall be exempt from all compulsory contributions to, and officials of the IAEA shall not be required by the Government to participate in, any social security scheme of the Republic of Austria.

#### Section 26

The Government shall make such provision as may be necessary to enable any official of the IAEA who is not afforded social security coverage by the IAEA to participate, if the IAEA so requests, in any social security scheme of the Republic of Austria. The IAEA shall, in so far as possible, arrange, under conditions to be agreed upon, for the participation in the Austrian social security system of those locally recruited members of its staff to whom it does not grant social security protection at least equivalent to that offered under Austrian law. Persons to whom this Agreement applies, and who are not Austrian nationals or stateless persons resident in the Republic of Austria, shall not benefit under the Austrian regulations governing family and maternity allowances.

## Article XI

### TRANSIT AND RESIDENCE

#### Section 27

- (a) The Government shall take all necessary measures to facilitate the entry into and sojourn in Austrian territory and shall place no impediment in the way of the departure from Austrian territory of the persons listed below, shall ensure that no impediment is placed in the way of their transit to or from the headquarters seat and shall afford them any necessary protection in transit:

- (i) Governors, alternates for and advisers and experts attached to Governors, resident representatives and members of the resident delegations of Member States to the IAEA, their families and other members of their households, as well as clerical and other auxiliary personnel attached to the staffs of Governors or resident representatives and the spouses and dependent children of such personnel;
  - (ii) Representatives of Member States, their families and other members of their households as well as clerical and other auxiliary personnel attached to delegations of Member States and the spouses and dependent children of such personnel;
  - (iii) Officials of the IAEA, their families and other members of their households;
  - (iv) Officials of the United Nations or of any other organization brought into relationship with the IAEA pursuant to Article XVI.A of its Statute, who have official business with the IAEA, and their spouses and dependent children;
  - (v) Representatives of other organizations with which the IAEA has established consultative relations, who have official business with the IAEA;
  - (vi) Persons, other than officials of the IAEA, performing missions authorized by the IAEA or serving on committees or other subsidiary bodies of the IAEA, and their spouses;
  - (vii) Representatives of the press, radio, film, television or other information media, who have been accredited to the IAEA in its discretion after consultation with the Government;
  - (viii) Representatives of States which are not Members of the IAEA who are sent as observers, in accordance with rules adopted by the IAEA, to meetings convened by the IAEA; and
  - (ix) Representatives of other organizations or other persons invited by the IAEA to the headquarters seat on official business. The Director General shall communicate the names of such persons to the Government before their intended entry.
- (b) This Section shall not apply in the case of general interruptions of transportation, which shall be dealt with as provided in sub-section 12(b), and shall not impair the effectiveness of generally applicable laws relating to the operation of means of transportation.
  - (c) Visas which may be required by persons referred to in this Section shall be granted without charge and as promptly as possible.
  - (d) No activity performed by any person referred to in this Section in his official capacity with respect to the IAEA as indicated in sub-section (a) shall constitute a reason for preventing his entry into or his departure from the territory of the Republic of Austria or for requiring him to leave such territory.
  - (e) No person referred to in sub-section (a) shall be required by the Government to leave the Republic of Austria save in the event of an abuse of the right of residence, in which case the following procedures shall apply:
    - (i) No proceeding shall be instituted to require any such person to leave the Republic of Austria except with the prior approval of the Federal Minister for Foreign Affairs of the Republic of Austria;

- (ii) In the case of a representative of a Member State, such approval shall be given only after consultation with the Government of the Member State concerned;
  - (iii) In the case of any other person mentioned in sub-section (a), such approval shall be given only after consultation with the Director General, and if expulsion proceedings are taken against any such person the Director General shall have the right to appear or to be represented in such proceedings on behalf of the person against whom such proceedings are instituted; and
  - (iv) Persons who are entitled to diplomatic privileges and immunities under Sections 30, 31 or 39 shall not be required to leave the Republic of Austria otherwise than in accordance with the customary procedure applicable to members, having comparable rank, of the staffs of chiefs of diplomatic mission accredited to the Republic of Austria.
- (f) This Section shall not prevent the requirements of reasonable evidence to establish that persons claiming the rights granted by this Section come within the classes described in sub-section (a), or the reasonable application of quarantine and health regulations.

#### Section 28

The Director General and the appropriate Austrian authorities shall, at the request of either of them, consult as to methods of facilitating entrance into the Republic of Austria, and as to the use of available means of transportation, by persons coming from abroad who wish to visit the headquarters seat and who do not enjoy the privileges provided by Section 27.

### Article XII

#### PERMANENT MISSIONS TO THE IAEA

#### Section 29

Permanent missions to the IAEA of Member States shall enjoy the same privileges and immunities as are accorded to diplomatic missions in the Republic of Austria.

### Article XIII

#### GOVERNORS AND RESIDENT REPRESENTATIVES TO THE IAEA

#### Section 30

Each Governor and each resident representative to the IAEA shall be entitled within the Republic of Austria to the same privileges and immunities as the Government accords to chiefs of diplomatic mission accredited to the Republic of Austria.

#### Section 31

Alternates for and advisers and experts attached to Governors and members of resident delegations of Member States to the IAEA shall be entitled to the same privileges and immunities as the Government accords to members, having comparable rank, of the staffs of chiefs of diplomatic mission accredited to the Republic of Austria.

Section 32

Clerical and other auxiliary personnel attached to the staff of a Governor or to a resident delegation of a Member State shall be accorded the same privileges and immunities as clerical and other auxiliary personnel of diplomatic missions.

Article XIV

REPRESENTATIVES TO THE IAEA

Section 33

Representatives of Member States to any meetings convened by the IAEA shall, without prejudice to any other privileges and immunities which they may enjoy while exercising their functions and during their journeys to and from the headquarters seat, enjoy within and with respect to the Republic of Austria the following privileges and immunities:

- (a) Immunity in respect of themselves, their spouses and their dependent children from personal arrest or detention and from seizure of their personal and official baggage;
- (b) Immunity from legal process of any kind in respect of words spoken or written, and of all acts done by them, in the performance of their official functions, such immunity to continue notwithstanding that the persons concerned may no longer be engaged in the performance of such functions;
- (c) Inviolability of all papers, documents and other official material;
- (d) The right to use codes and to dispatch or receive papers, correspondence or other official material by courier or in sealed bags;
- (e) Exemption with respect to themselves, their spouses, their dependent relatives and other members of their households from immigration restrictions, alien registration and national service obligations;
- (f) The same protection and repatriation facilities with respect to themselves, their spouses, their dependent relatives and other members of their households as are accorded in time of international crisis to members, having comparable rank, of the staffs of chiefs of diplomatic mission accredited to the Republic of Austria;
- (g) The same privileges with respect to currency and exchange restrictions as the Government accords to representatives of foreign Governments on temporary official missions; and
- (h) The same immunities and facilities with respect to their personal and official baggage as the Government accords to members, having comparable rank, of the staffs of chiefs of diplomatic mission accredited to the Republic of Austria.

Section 34

Clerical and other auxiliary personnel attached to a delegation of a Member State shall be accorded the same privileges and immunities as clerical and other auxiliary personnel of diplomatic missions.

Section 35

Where the incidence of any form of taxation depends upon residence, periods during which the persons designated in Section 33 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 salaries and emoluments during such periods of duty and shall be exempt from all tourist taxes.

Section 36

The privileges and immunities accorded by this Article and Article XIII are conferred, not for the personal benefit of the individuals themselves, but in order to safeguard the independent exercise of their functions in connection with the IAEA. Consequently, it is incumbent upon a Member State to waive the immunity of any of its representatives in any case where, in the judgement of the Member State, the immunity would impede the course of justice and where it can be waived without prejudice to the purposes for which it was accorded.

Section 37

- (a) The IAEA shall communicate to the Government a list of persons within the scope of this Article and Article XIII and shall revise such list from time to time as may be necessary.
- (b) The Government shall furnish persons within the scope of Article XIII and such other persons as may be appropriate with an identity card bearing the photograph of the holder. This card shall serve to identify the holder in relation to all Austrian authorities.

## Article XV

## OFFICIALS OF THE IAEA

Section 38

Officials of the IAEA shall enjoy within and with respect to the Republic of Austria the following privileges and immunities:

- (a) Immunity from legal process of any kind in respect of words spoken or written, and of acts performed by them, in their official capacity; such immunity to continue notwithstanding that the persons concerned may have ceased to be officials of the IAEA;
- (b) Immunity from seizure of their personal and official baggage;
- (c) Immunity from inspection of official baggage and, if the official comes within the scope of Section 39, immunity from inspection of personal baggage;
- (d) Exemption from taxation in respect of the salaries, emoluments, indemnities and pensions paid to them by the IAEA or by one of the pension or provident funds referred to in Section 24 for services past or present or in connection with their service with the IAEA;
- (e) Exemption from any form of taxation on income derived by them from sources outside the Republic of Austria;

- (f) Exemption, with respect to themselves, their spouses, their dependent relatives and other members of their households from immigration restrictions and alien registration;
- (g) Exemption from national service obligations, provided that, with respect to Austrian citizens, such exemption shall be confined to officials whose names have, by reason of their duties, been placed upon a list compiled by the Director General and approved by the Government; provided further that should officials, other than those listed, who are Austrian citizens be called up for national service, the Government shall, upon request of the Director General, grant such temporary deferments in the call-up of such officials as may be necessary to avoid interruption of the essential work of the IAEA;
- (h) Freedom to acquire or maintain within the Republic of Austria or elsewhere foreign securities, foreign currency accounts and other movable and, under the same conditions applicable to Austrian nationals, immovable property; and at the termination of their IAEA employment the right to take out of the Republic of Austria through authorized channels without prohibition, or restriction, their funds in the same currency and up to the same amounts as they had brought into the Republic of Austria.
- (i) The same protection and repatriation facilities with respect to themselves, their spouses, their dependent relatives and other members of their households as are accorded in time of international crisis to members, having comparable rank, of the staffs of chiefs of diplomatic mission accredited to the Republic of Austria; and
- (j) The right to import for personal use, free of duty and other levies, prohibitions and restrictions on imports:
  - (i) Their furniture and effects in one or more separate shipments, and thereafter to import necessary additions to the same;
  - (ii) One automobile every four years; and
  - (iii) Limited quantities of certain articles for personal use or consumption and not for gift or sale; the IAEA may establish a commissary for the sale of such articles to its officials, to the Governors and resident representatives to the IAEA, and to those of their alternates, advisers and experts who have diplomatic status; a supplemental agreement shall be concluded between the Government and the IAEA to regulate the exercise of these rights.

### Section 39

In addition to the privileges and immunities specified in Section 38:

- (a) The Director General shall be accorded the privileges and immunities, exemptions and facilities accorded to Ambassadors who are heads of mission;
- (b) A Deputy Director General or a senior official of the IAEA, when acting on behalf of the Director General during his absence from duty, shall be accorded the same privileges and immunities, exemptions and facilities as are accorded to the Director General; and
- (c) The Deputy Directors General and other officials having the professional grade of P-5 and above, and such additional categories of officials as may be designated, in agreement with the Government, by the Director General, in consultation with the Board of Governors, on the grounds of the responsibilities of their positions

in the IAEA, shall be accorded the same privileges and immunities, exemptions and facilities as the Government accords to members, having comparable rank, of the staffs of chiefs of diplomatic mission accredited to the Republic of Austria.

#### Section 40

- (a) The privileges and immunities accorded by this Article are conferred in the interests of the IAEA and not for the personal benefit of the individuals themselves. The immunities of officials of the IAEA shall be waived by the IAEA in cases where the immunity impedes the course of justice and where it can be waived without prejudice to the interest of the IAEA. In any case where these privileges and immunities arise, the official involved shall immediately report to the Director General who shall decide, in consultation where appropriate with the Board of Governors, whether they shall be waived. In the case of the Director General, the Board of Governors shall have the right to waive immunities.
- (b) The IAEA and its officials shall co-operate at all times with the appropriate Austrian authorities to facilitate the proper execution of the laws of the Republic of Austria and to prevent the occurrence of any abuses in connection with the privileges and immunities accorded by this Article.

#### Section 41

- (a) The IAEA shall communicate to the Government a list of all officials of the IAEA and shall revise such list from time to time as may be necessary.
- (b) The Government shall furnish persons within the scope of this Article with an identity card bearing the photograph of the holder. This card shall serve to identify the holder in relation to all Austrian authorities.

### Article XVI

#### EXPERTS, MEMBERS OF IAEA MISSIONS AND COMMITTEES AND REPRESENTATIVES OF ORGANIZATIONS

#### Section 42

Experts, other than those attached to Governors coming within the scope of Article XIII or other than officials of the IAEA coming within the scope of Article XV, performing missions authorized by, serving on committees or other subsidiary bodies of, or consulting at its request in any way with, the IAEA and representatives of organizations with which the IAEA has established relationship pursuant to Article XVI.A of its Statute, or representatives of organizations invited by the Board of Governors or the General Conference to the headquarters seat on official business, shall enjoy, within and with respect to the Republic of Austria, the following privileges and immunities so far as may be necessary for the effective exercise of their functions and during their journeys in connection with service on such missions, committees or other subsidiary bodies, and during attendance at the headquarters seat and at such meetings:

- (a) Immunity in respect of themselves, their spouses and their dependent children from personal arrest or detention and from seizure of their personal and official baggage;
- (b) Immunity from legal process of any kind with respect to words spoken or written, and all acts done by them, in the performance of their official functions, such immunity to continue notwithstanding that the persons concerned may no longer be

employed on missions for, serving on committees of, or acting as consultants for, the IAEA, or may no longer be present at the headquarters seat or attending meetings convened by the IAEA;

- (c) Inviolability of all papers, documents and other official material;
- (d) The right, for the purpose of all communications with the IAEA, to use codes and to dispatch or receive papers, correspondence or other official material by courier or in sealed bags;
- (e) Exemption with respect to themselves and their spouses from immigration restrictions, alien registration and national service obligations;
- (f) The same protection and repatriation facilities with respect to themselves, their spouses, their dependent relatives and other members of their households as are accorded in time of international crisis to members having comparable rank, of the staffs of chiefs of diplomatic mission accredited to the Republic of Austria;
- (g) The same privileges with respect to currency and exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions; and
- (h) The same immunities and facilities with respect to their personal and official baggage as the Government accords to members, having comparable rank, of the staffs of chiefs of diplomatic mission accredited to the Republic of Austria.

#### Section 43

- (a) Where the incidence of any form of taxation depends upon residence, periods during which the persons designated in Section 42 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 salaries and emoluments received from the IAEA during such periods of duty and shall be exempt from all tourist taxes.
- (b) The privileges and immunities accorded by this Article are conferred in the interest of the IAEA and not for the personal benefit of the individuals themselves. The IAEA shall waive the immunity granted under this Article to any such individuals in any case where, in the opinion of the IAEA, the immunity would impede the course of justice and could be waived without prejudice to the interest of the IAEA.

#### Section 44

- (a) The IAEA shall communicate to the Government a list of persons within the scope of this Article and shall revise such list from time to time as may be necessary.
- (b) The Government shall furnish persons within the scope of this Article with an identity card bearing the photograph of the holder. This card shall serve to identify the holder in relation to all Austrian authorities.

### Article XVII

#### LAISSEZ-PASSER

#### Section 45

The Government shall recognize and accept as a valid travel document the United Nations laissez-passer issued to officials of the IAEA.

## Article XVIII

## GENERAL PROVISIONS

Section 46

The Republic of Austria shall not incur by reason of the location of the headquarters seat of the IAEA within its territory any international responsibility for acts or omissions of the IAEA or of its officials acting or abstaining from acting within the scope of their functions, other than the international responsibility which the Republic of Austria would incur as a Member of the IAEA.

Section 47

- (a) If the Government considers it necessary to take, without prejudice to the independent and proper working of the IAEA, precautions for the security of the Republic of Austria affecting the operation of any Article of this Agreement, it shall approach the IAEA as rapidly as circumstances allow in order to determine by mutual agreement the measures necessary to protect the interest of the IAEA.
- (b) The IAEA shall co-operate with the Government to avoid any prejudice to the security of the Republic of Austria resulting from its activities.

Section 48

- (a) The Director General shall take every precaution to ensure that no abuse of a privilege or immunity conferred by this Agreement shall occur, and for this purpose shall, with the approval of the Board of Governors, establish such rules and regulations as may be deemed necessary and expedient, for officials of the IAEA and for such other persons as may be appropriate.
- (b) Should the Government consider that an abuse of a privilege or immunity conferred by this Agreement has occurred, the Director General shall, upon request, consult with the appropriate Austrian authorities to determine whether any such abuse has occurred. If such consultations fail to achieve a result satisfactory to the Director General and to the Government, the matter shall be determined in accordance with the procedure set out in Section 51.
- (c) Officials of the IAEA who are Austrian nationals or stateless persons resident in the Republic of Austria shall enjoy the privileges and immunities, exemptions and facilities accorded by this Agreement to the extent recognized by international law as accepted by the Government, provided, however, that Sections 25 and 26 and sub-sections 38(a), 38(d) and 38(g) shall, in any event, apply to them. They shall also have access to the Commissary established in accordance with sub-section 38(j)(iii), the exercise of this right being regulated by the supplemental agreement provided for in that sub-section. Experts of the IAEA who are Austrian nationals or stateless persons resident in the Republic of Austria shall enjoy only the privileges and immunities, exemptions and facilities accorded by sub-sections 42(a), 42(b), 42(c), 42(d), 42(g) and 42(h).
- (d) This Agreement shall apply irrespective of whether the Government maintains or does not maintain diplomatic relations with the State concerned and irrespective of whether the State concerned grants a similar privilege or immunity to the diplomatic envoys or nationals of the Republic of Austria.

Article XIX

SUPPLEMENTAL AGREEMENTS AND SETTLEMENT OF DISPUTES

Section 49

- (a) The IAEA and the Government may enter into such supplemental agreements as may be necessary.
- (b) Upon the entry into force with respect to the Republic of Austria of any convention conferring privileges and immunities on the IAEA, such convention and this Agreement shall, if and to the extent that they deal with the same subject matter, be treated, wherever possible, as complementary; but in case of conflict, the provisions of this Agreement shall prevail.
- (c) If and to the extent that the Government shall enter into any agreement with any intergovernmental organization 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 IAEA by means of a supplemental agreement.

Section 50

The IAEA shall make provision for appropriate methods of settlement of:

- (a) Disputes arising out of contracts and disputes of a private law character to which the IAEA is a party; and
- (b) Disputes involving an official of the IAEA who, by reason of his official position, enjoys immunity, if such immunity has not been waived by the IAEA.

Section 51

Any dispute between the IAEA and the Government concerning the interpretation or application of this Agreement or of any supplemental agreement, or any question affecting the headquarters seat or the relationship between the IAEA and the Government, 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 Director General, one to be chosen by the Federal Minister for Foreign Affairs of the Republic of Austria, and the third, who shall be chairman of the tribunal, to be chosen by the first two arbitrators. Should the first two arbitrators fail to agree upon the third within six months following the appointment of the first two arbitrators, such third arbitrator shall be chosen by the President of the International Court of Justice at the request of the IAEA or the Government.

Article XX

OPERATION OF THIS AGREEMENT

Section 52

- (a) This Agreement shall enter into force upon an Exchange of Notes between the Director General duly authorized thereto and the duly authorized representative of the Federal President of the Republic of Austria.
- (b) Consultations with respect to modification of this Agreement shall be entered into at the request of the IAEA or the Government. Any such modification shall be by mutual consent.

- (c) This Agreement shall be construed in the light of its primary purpose of enabling the IAEA at its headquarters in the Republic of Austria fully and efficiently to discharge its responsibilities and fulfil its purposes.
- (d) Whenever this Agreement imposes obligations on the appropriate Austrian authorities, the ultimate responsibility for the fulfilment of such obligations shall rest with the Government.
- (e) This Agreement shall cease to be in force:
  - (i) By mutual consent of the IAEA and the Government; and
  - (ii) If the permanent headquarters of the IAEA is removed from the territory of the Republic of Austria, except for such provisions as may be applicable in connection with the orderly termination of the operations of the IAEA at its permanent headquarters in the Republic of Austria and the disposal of its property therein.

IN WITNESS WHEREOF the respective representatives, duly authorized thereto, have signed this Agreement.

DONE at Vienna, this 11 day of December one thousand nine hundred and fifty-seven, in two copies in the Chinese, English, French, Russian, Spanish and German languages, each text being equally authentic.

For the INTERNATIONAL ATOMIC  
ENERGY AGENCY:

For the REPUBLIC OF AUSTRIA:

(signed) Sterling Cole

(signed) Leopold Figl

II

SUPPLEMENTAL AGREEMENT ON CURRENCY EXCHANGE FACILITIES FOR THE  
PURPOSE OF IMPLEMENTING ARTICLE IX, SECTION 23, OF THE AGREEMENT  
BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE  
REPUBLIC OF AUSTRIA REGARDING THE HEADQUARTERS OF THE  
INTERNATIONAL ATOMIC ENERGY AGENCY[4]

Text of a letter dated 11 December 1957 from the Federal Minister  
for Foreign Affairs of the Republic of Austria to the  
Director General of the Agency

"I have the honour to inform you that the provisions of Section 23 of the Agreement signed this day between the Republic of Austria and the International Atomic Energy Agency regarding the headquarters of the International Atomic Energy Agency should be supplemented as set forth below:

"With regard to transfers of Schilling funds by the International Atomic Energy Agency, the provisions of Section 23 of the Headquarters Agreement shall be understood as follows:

- (a) Schilling funds acquired by the International Atomic Energy Agency through the sale of freely convertible currency (i. e. at present U. S. dollars, Canadian dollars, and free Swiss francs) may be transferred into any currency, whereas the transfer of Schilling funds of other origin into other currencies shall be subject to the limitations generally applicable to transfers into such currencies under the Austrian regulations.
- (b) Officials and experts of the International Atomic Energy Agency shall be allowed, over and above the facilities granted by the Headquarters Agreement, to make transfers to other countries up to a maximum amount of one thousand U. S. dollars per year, to the debit of the Schilling accounts held in their names at Austrian credit institutions. If officials or experts of the International Atomic Energy Agency wish to make Schilling transfers exceeding the maximum amount mentioned above, such transfers shall be authorized by the Austrian authorities up to the amount of all salary previously received in Schillings by the person concerned from the International Atomic Energy Agency, provided that the International Atomic Energy Agency agrees that the amount to be transferred shall be deducted from the transferable Schilling balance of the International Atomic Energy Agency referred to in sub-paragraph (a) above.

"If the text of the Supplemental Agreement set forth above is satisfactory to the International Atomic Energy Agency, I should be honoured to receive official confirmation to that effect.

"If confirmed by the International Atomic Energy Agency this Supplemental Agreement will become binding on the Republic of Austria and on the Agency from the day on which the Headquarters Agreement enters into force."

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[4] This Agreement entered into force on 1 March 1958.

Text of the Director General's reply of 11 December 1957

"I have the honour to acknowledge receipt of your letter of to-day's date which reads as follows:

[Here follows the text of the letter of the Federal Minister for Foreign Affairs]

"I have the honour to confirm that the contents of your letter are accepted by the International Atomic Energy Agency."

### III

#### SUPPLEMENTAL AGREEMENT ON THE TEMPORARY HEADQUARTERS SEAT FOR THE PURPOSE OF IMPLEMENTING ARTICLE II, SECTION 3, OF THE AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE REPUBLIC OF AUSTRIA REGARDING THE HEADQUARTERS OF THE INTERNATIONAL ATOMIC ENERGY AGENCY[5]

The Republic of Austria, represented by the Bundeskanzler (Federal Chancellor) and the International Atomic Energy Agency with its Headquarters in Vienna, represented by its Director General, for the purpose of implementing the provisions of the Headquarters Agreement of 11 December 1957 relating to the temporary Headquarters of the Agency, have concluded the following supplemental agreement:

#### Article I

The Republic of Austria grants to the IAEA and the IAEA accepts from the Republic of Austria the right to move to and use for the purposes of the IAEA for an indefinite time the buildings in Vienna I, 11-13 Kaerntnerring, official map No. 575, within EZ. 575 KG of the City and in Vienna I, Mahlerstrasse 12, within EZ. 735 KG of the City, together with the equipment and facilities installed in the buildings which are specified in the attached list A[6] which is a part of this agreement.

#### Article II

The IAEA shall take possession of the aforesaid buildings subject to certain existing leases specified in the attached list B[6]. The Republic of Austria undertakes to terminate those leases as soon as possible by legal means and to give possession of the premises involved to the IAEA after they have been altered in the same way as provided in Article III.

#### Article III

The Republic of Austria, at its own expense and in consultation with the IAEA, will alter the buildings to be put in the possession of the latter in accordance with Article I, to meet the reasonable requirements of the IAEA.

These alterations will be finished in the course of the month of July 1958.

Upon termination of the alterations the IAEA will take possession of the premises by an authorized person and will release the Republic of Austria from its obligations with regard to the delivery of the buildings subject of this agreement.

#### Article IV

The IAEA is entitled to use the altered buildings in accordance with the requirements of the IAEA and has the obligation to return the said buildings upon termination of this agreement to the Republic of Austria in an orderly condition. However, the IAEA is not bound to re-establish the condition of the buildings as they were prior to the alterations executed in accordance with Article III and Article V.

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[5] This Agreement entered into force on 3 June 1958 upon signature.

[6] Not reproduced in this document.

## Article V

After the completion of the initial alterations by the Republic of Austria, further alterations may be made by the LAEA at its own expense with the consent of the Republic of Austria.

## Article VI

The Republic of Austria will, at its own expense, transfer in stages, to be completed by 15 August 1958, the telephone switchboard which is presently installed in the Musikakademie for the purposes of the LAEA to the buildings which are the subject of this agreement.

## Article VII

The alterations to be performed by the Republic of Austria in accordance with Article III do not include the supply of movable furniture and equipment.

## Article VIII

After delivery of possession of the buildings subject of this agreement to the LAEA, the LAEA will take care of their orderly maintenance, including installations and facilities of any kind, especially gas, water and current supplies, heating plant, lift, etc., at its own expense. However, the prevention and the repair of major structural damage are the responsibility of the Republic of Austria.

## Article IX

All current expenses for personnel, maintenance and operation, as well as service charges, are borne by the LAEA. However, the LAEA will not be responsible for any real estate or property taxes or fees, or for any insurance required by law.

After submission of the accounts, the LAEA will reimburse the Republic of Austria for all expenses incurred since 1 April 1958 for personnel, maintenance and operation, as well as service charges with respect to the buildings subject of this agreement which have been advanced by the Republic of Austria.

## Article X

For use of the premises subject of this agreement, the LAEA shall pay to the Republic of Austria a yearly nominal rent of AS 1. - payable for the first time on 1 August 1958 and thereafter every first day of August of the following years.

## Article XI

This present agreement is irrevocable on the part of the Republic of Austria.

The LAEA may terminate this agreement on six months' written notice.

Article XII

If in time the IAEA needs more office space than it enjoys in the buildings put in its possession in accordance with the present agreement, the Council of Ministers of the Republic of Austria will give sympathetic consideration to a request by the IAEA that the Republic should construct two additional floors of the buildings at its own expense.

Article XIII

If the premises described in this supplemental agreement, including the two floors which may be erected according to Article XII, should not suffice for the needs of the IAEA for its temporary Headquarters, the Republic of Austria will endeavour, in consultation with the IAEA, to provide the Agency with other additional office facilities.

Article XIV

All fees payable in connection with this supplemental agreement are borne by the Republic of Austria.

Article XV

The legal relations between the IAEA and the Republic of Austria in regard to the buildings which are the subject of this agreement in so far as they are not covered by this agreement are exclusively governed by the Agreement between the Republic of Austria and the IAEA regarding the Headquarters of the IAEA, of 11 December 1957, and by public international law.

Done in Vienna, 3rd of June, 1958

(signed) Sterling Cole

For the International  
Atomic Energy Agency

(signed) Julius Raab

For the Republic of  
Austria

## IV

SUPPLEMENTAL AGREEMENT ON THE ESTABLISHMENT OF AN  
AGENCY COMMISSARY, FOR THE PURPOSE OF IMPLEMENTING  
SECTION 38(j)(iii) OF THE AGREEMENT OF 11 DECEMBER 1957  
BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY  
AND THE REPUBLIC OF AUSTRIA REGARDING THE  
HEADQUARTERS OF THE INTERNATIONAL ATOMIC ENERGY  
AGENCY, AS AMENDED BY THE AGREEMENT OF 4 JUNE 1970[7]

Text of a Note dated 1 March 1972 from the Director General of the Agency to the  
Federal Minister for Foreign Affairs of the Republic of Austria

"Article XV, Section 38(j) of the Agreement between the International Atomic Energy Agency and the Republic of Austria regarding the Headquarters of the International Atomic Energy Agency of 11 December 1957 as amended by the Agreement between the International Atomic Energy Agency and the Republic of Austria of 4 June 1970 provides that officials of the International Atomic Energy Agency as defined in its Article I, Section 1(o), shall have:

'The right to import for personal use, free of duty and other levies, prohibitions and restrictions on imports;

....

(iii) Limited quantities of certain articles for personal use or consumption and not for gift or sale; the IAEA may establish a commissary for the sale of such articles to its officials, to the Governors and Resident Representatives to the IAEA and those of their alternates, advisers and experts who have diplomatic status; a Supplemental Agreement shall be concluded between the Government and the IAEA to regulate the exercise of these rights.'

"This Note contains a proposal for a Supplemental Agreement as provided for above, the terms of which are as follows.

"The International Atomic Energy Agency (hereinafter referred to as 'the IAEA') and the Federal Government of the Republic of Austria (hereinafter referred to as 'the Government'), for the purpose of implementing the relevant provisions of Article XV, Section 38(j)(iii) of the Agreement between the IAEA and the Republic of Austria regarding the Headquarters of the IAEA of 11 December 1957 as amended by the Agreement between the IAEA and the Republic of Austria of 4 June 1970 (hereinafter referred to as 'the Headquarters Agreement'), have agreed as follows:

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[7] This Agreement entered into force on 1 April 1972.

## Article I

The importation of limited quantities of certain articles (except automobiles, furniture and personal effects, to which the provisions of Article XV, Section 38(j)(i) and (ii) of the Headquarters Agreement apply) for personal use and consumption of the persons referred to in Article II and also for the purpose defined in Article V will be effectuated by a service within the IAEA called the 'Commissary'. Regulations to be issued by the Director General of the IAEA will ensure that this privilege is used consistently with the provisions of the Headquarters Agreement and especially that the imported articles shall not be used for gift or sale. Such regulations will be communicated to the Government for information.

## Article II

- (1) The following categories of persons shall have access to the Commissary:
  - (a) Officials of the IAEA as well as officials of the United Nations and of the specialized agencies attached to the IAEA on a continuing basis;
  - (b) Governors and Resident Representatives to the IAEA and those of their alternates, advisers and experts who have diplomatic status - Austrian nationals and stateless persons resident in Austria excluded;
  - (c) The heads of delegations of Member States to meetings of or convened by the IAEA - Austrian nationals and stateless persons resident in Austria excluded.
- (2) It is understood that persons referred to in paragraph (1) above who have access to the Commissary of another international organization shall have access to the IAEA Commissary only if and as long as they waive their right of access to that other Commissary.
- (3) The IAEA shall communicate to the Government a list of persons having access to the Commissary under paragraph (1)(b) above and shall revise such list from time to time as may be necessary.

## Article III

The categories of articles which may be imported for and sold by the Commissary are

- (1) Tobacco products and smoking equipment
- (2) Alcoholic beverages
- (3) Non-alcoholic beverages
- (4) Foodstuffs and alimentary products
- (5) Cosmetics and toilet preparations (including perfumes); deodorants, tooth brushes, razors and razor blades

- (6) Scouring preparations; polishes and similar products for furniture, floors, carpets and silver articles; dusters and similar cleaning cloths; cloths and sponges of plastic material
- (7) Soaps, surface-active preparations and washing preparations; glazings and dressings for textiles; disinfectants, insecticides and similar products
- (8) Medical supplies and pharmaceuticals, excluding those requiring a doctor's control
- (9) Writing and wrapping materials (including printed greeting cards); paper napkins, paper towels and handkerchiefs; cleansing tissue; toilet paper
- (10) Photographic material, except cameras and other equipment
- (11) Women's and men's underwear and hosiery; baby equipment and apparel for children of pre-school age; sanitary towels and pads, of wadding or textile fabric
- (12) Books, newspapers and magazines
- (13) Phonograph records and magnetic tapes, whether or not recorded.

#### Article IV

- (1) The persons mentioned in Article II shall be entitled to purchase such quantities of goods as they require for their personal use and that of members of their family forming part of their household. Such persons having diplomatic status, notwithstanding other privileges they may enjoy by virtue of that status, are additionally entitled to purchase goods for official entertainment.
- (2) The persons mentioned in Article II, paragraph (1)(a) who are Austrian nationals or stateless persons resident in Austria shall be entitled to purchase tobacco products and alcoholic beverages in limited quantities only (600 cigarettes or 150 cigars or 750 grammes of tobacco or an assortment of these products up to a total weight of 750 grammes, 2 litres of spirits, 12 litres of other alcoholic beverages and 24 bottles of beer per month).
- (3) Other persons mentioned in Article II, paragraph (1)(a) who do not have diplomatic status shall be entitled to purchase tobacco products and spirits in limited quantities only (1200 cigarettes or 300 cigars or 1500 grammes of tobacco or an assortment of these products up to a total weight of 1500 grammes and 6 litres of spirits per month).

#### Article V

If the IAEA establishes a restaurant and cafeteria for personnel and guests, it shall be entitled to draw from the Commissary any quantities of articles necessary for the operation of these facilities.

Article VI

Informal consultation as may be necessary will be arranged at the administrative level concerning technical details of this Supplemental Agreement.

Article VII

This Supplemental Agreement shall enter into force on 1 April 1972 and shall remain in force for the duration of the Headquarters Agreement.

Article VIII

A request for the revision of this Supplemental Agreement may be made at any time by any of the two Parties by means of a notification in writing addressed to the other Party. Due consideration shall be given to the motivation of such request which shall be the subject of a common examination by the two Parties. Amendments to this Supplemental Agreement, as agreed upon by both Parties, shall enter into force through an Exchange of Notes between the Director General of the IAEA and the duly authorized representative of the Government.

"I have the honour to propose that this Note and your Note of Reply agreeing with the contents of this Note will constitute the Supplemental Agreement relating to Article XV, Section 38(j)(iii) of the Headquarters Agreement as amended by the Agreement between the International Atomic Energy Agency and the Republic of Austria of 4 June 1970."

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Text of the Note of Reply dated 1 March 1972 from the  
Federal Minister for Foreign Affairs

"The Federal Government of the Republic of Austria has instructed me to reply to your Note of 1 March 1972, the German text of which reads as follows:

[Here follows the text, in German, of the Director General's Note]

"I have the honour to confirm that the Federal Government of the Republic of Austria accepts this proposal and that your Note and this Note of Reply constitute the Supplemental Agreement relating to Article XV, Section 38(j)(iii) of the Agreement between the Republic of Austria and the International Atomic Energy Agency of 11 December 1957 as amended by the Agreement between the Republic of Austria and the International Atomic Energy Agency of 4 June 1970."

## V

AGREEMENT  
BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE  
REPUBLIC OF AUSTRIA CONCERNING SOCIAL SECURITY FOR  
OFFICIALS OF THAT ORGANIZATION[8]

Having regard to Section 25 of the Agreement between the International Atomic Energy Agency and the Republic of Austria regarding the Headquarters of the International Atomic Energy Agency, signed on 11 December 1957, which provides that:

"The IAEA shall be exempt from all compulsory contributions to, and officials of the IAEA shall not be required by the Government to participate in, any social security scheme of the Republic of Austria",

and having regard to Section 26 of the same Agreement, which provides that:

"The Government shall make such provisions as may be necessary to enable any official of the IAEA who is not afforded social security coverage by the IAEA to participate, if the IAEA so requests, in any social security scheme of the Republic of Austria. The IAEA shall, in so far as possible, arrange, under conditions to be agreed upon, for the participation in the Austrian social security system of those locally recruited members of its staff to whom it does not grant social security protection at least equivalent to that offered under Austrian law ....",

the International Atomic Energy Agency and the Republic of Austria have agreed as follows:

PART I

Definitions

Article 1

In this Agreement:

1. The expression "the IAEA" means the International Atomic Energy Agency;
2. The expression "Director General" means the Director General of the IAEA or any officer designated to act on his behalf;
3. The expression "Headquarters Agreement" means the Agreement between the International Atomic Energy Agency and the Republic of Austria regarding the Headquarters of the International Atomic Energy Agency, which was signed on 11 December 1957 and entered into force on 1 March 1958, as amended;
4. The expression "officials" means the Director General and all members of the staff of the IAEA except those who are locally recruited and assigned to hourly rates;
5. The expression "Pension Fund" means the United Nations Joint Staff Pension Fund;
6. The abbreviation "ASVG" means the Federal Act of 9 September 1955, Federal Gazette No. 189, on General Social Insurance (Allgemeines Sozialversicherungsgesetz - ASVG), as amended from time to time;
7. The abbreviation "AlVG 1958" means the Unemployment Insurance Act of 1958 - AlVG 1958, Federal Gazette No. 199/1958, as amended from time to time.

[8] This Agreement entered into force on 1 July 1974, pursuant to Article 18(1).

## PART II

### Scope of insurance

#### Article 2

(1) Officials who, on taking up their appointment with the IAEA, do not participate in the Pension Fund shall participate in the health, accident and pension insurance provided for in the ASVG and the unemployment insurance provided for in the AlVG 1958 unless they participate in a foreign social security scheme.

(2) Officials who

- (a) participate in the Pension Fund on taking up their appointment with the IAEA or
- (b) become participants in the Pension Fund after withdrawing from a foreign social security scheme

shall have the right in accordance with the provisions of Article 4 to participate in the health insurance provided for in the ASVG and the unemployment insurance provided for in the AlVG 1958.

(3) The insurance under paragraph (2) shall have the same legal effect as compulsory insurance.

#### Article 3

(1) Insurance under Article 2(1) shall take effect on the day on which the official takes up appointment with the IAEA.

(2) Insurance under Article 2(2) shall take effect on the day following the day on which a written declaration of intention to participate has been made.

(3) Insurance under Article 2 shall cease on the date on which the appointment with the IAEA terminates. However, where the date on which entitlement to salary ceases does not coincide with the date on which the appointment terminates, the insurance shall cease on the date upon which entitlement to salary ceases.

(4) Notwithstanding the provisions of paragraph (3), insurance under Article 2(1) shall cease:

- (a) When an official becomes a participant in the Pension Fund;
- (b) When an official is assigned to a duty station outside Austria for a period of more than three months; however, this does not apply to health and accident insurance if the official is assigned to a duty station in a State with which Austria has concluded a social security agreement covering these branches of insurance, thus enabling the assigned official to receive benefits in kind in the event of sickness (work accident) occurring in the territory of that contracting State.

(5) Notwithstanding the provisions of paragraph (3), insurance under Article 2(2) shall also cease when an official is assigned to a duty station outside Austria, whereby paragraph (4)(b) shall apply mutatis mutandis.

(6) In cases covered by paragraph (4)(a), health and unemployment insurance can be maintained by making a written declaration of intention to maintain such insurance.

(7) In the cases of termination of the insurance under paragraph (4)(b) and paragraph (5), and by means of a written declaration:

- (a) Insurance in the health insurance scheme can be maintained if members of the assigned official's family who are entitled to benefits remain in Austria;
- (b) The former insurance can be resumed with the same scope of coverage upon completion of the assignment and the return of the official with effect from the day following the day on which the relevant declaration is made.

#### Article 4

Officials may avail themselves of

- 1. the right under Article 2(2)(a) only within three months after taking up their appointment, and that under Article 2(2)(b) only within three months of their becoming participants in the Pension Fund,
- 2. the right under Article 3(6) only within two weeks of their being notified that they have become participants in the Pension Fund,
- 3. the right under Article 3(7)(a) only before taking up their assignment,
- 4. the right under Article 3(7)(b) only within one month from the completion of their assignment.

#### Article 5

Throughout the duration of the insurance under Articles 2 and 3 the official shall be responsible for the payment of the entire contributions in accordance with the provisions of the ASVG and the AlVG 1958.

### PART III

#### Consequences in respect of Austrian pension insurance resulting from becoming a participant in or from separation from the Pension Fund

#### Article 6

Periods during which an official participates in the Pension Fund shall be regarded as "neutral" periods in the Austrian pension insurance scheme as laid down in the relevant provisions of the ASVG.

#### Article 7

(1) When an official becomes a participant in the Pension Fund, the contributions that he has paid to the pension insurance scheme

- (a) for contributory months to be taken into consideration, and
- (b) for contributory months to be taken into consideration in respect of increased benefit insurance

shall, upon application by the official, be returned to him. Such application shall be made, within six months of the official's becoming a participant in the Pension Fund, to the pension insurance institution to which the contributions were paid.

- (2) The date taken for determining the contributory periods to be taken into consideration shall be the day on which the official became a participant in the Pension Fund, if it is the first day of a month, otherwise the first day of the month following that during which the official became a participant in the Pension Fund.
- (3) The contributions to be returned shall be payable six months after the pension insurance institution has received the application. In the event of a delay in payment, interest shall be payable on the amount involved at the current discount rate of the Austrian National Bank.
- (4) On reimbursement of the contributions, all claims and entitlements under the pension insurance scheme in respect of contributory months for which contributions have been returned shall lapse; also, any claims to periodic benefits shall automatically lapse, but the pension and any additional allowances shall still be due for the month following receipt by the insurance institution of the application provided for in paragraph (1).

#### Article 8

- (1) If upon the date on which his appointment with the IAEA terminates an official is not entitled to periodic benefits from the Pension Fund for himself or his survivors, the said official or his survivors eligible for a benefit, within twelve months after the date on which his appointment terminates, may transfer a sum in accordance with paragraph (2) (Überweisungsbetrag) to the pension insurance institution which would have been competent in respect of his appointment immediately before the appointment terminates. Within the same period the official or his survivors eligible for a benefit under the Austrian pension insurance scheme may also repay to the pension insurance institution the contributions returned to the official.
- (2) For every month of service with the IAEA during which the official, whose appointment has terminated, participated in the Pension Fund, the sum to be transferred (Überweisungsbetrag) shall be seven per cent of the gross monthly remuneration to which the official was entitled in the month preceding the date on which the appointment terminates but shall not exceed seven per cent of 30 times the maximum daily contributory basis, under the Austrian pension insurance scheme, in effect at the time when the appointment terminates. The amount of the contributions to be repaid under paragraph (1), second sentence, shall be increased by application of the adjustment factor valid at the time when the appointment terminates for the year in which the contributions were returned.
- (3) The full months taken into account in establishing the sum transferred (Überweisungsbetrag) shall be considered as contributory months of compulsory participation in the Austrian pension insurance scheme. Through repayment of the contributions, contributory periods, including any increased-benefit insurance, which had lapsed owing to the return of the contributions (Article 7(4)), shall be restored.

#### PART IV

##### Miscellaneous provisions

#### Article 9

The Director General and the Federal Minister for Social Administration shall take the administrative steps required for the implementation of this Agreement.

#### Article 10

In order to simplify the implementation of social insurance in respect of its officials, the IAEA shall take steps to ensure that the necessary notifications are made and the contributions to be paid under Article 5 are transferred to the Wiener Gebietskrankenkasse für Arbeiter und Angestellte.

## Article 11

The declarations required to be made by the official under Article 2(2) and Article 3(6) and (7) shall be transmitted by the IAEA on behalf of the official to the Wiener Gebietskrankenkasse für Arbeiter und Angestellte.

## Article 12

- (1) The IAEA shall, upon request, provide the Austrian insurance institutions with the information necessary for the implementation of this Agreement.
- (2) For the implementation of Article 8, the IAEA shall, within two weeks of being requested to do so by the competent pension insurance institution, inform the latter of the date on which the official's appointment has terminated, the duration of his participation in the Pension Fund and his gross remuneration.

## Article 13

For the settlement of differences between the IAEA and the Republic of Austria concerning the interpretation or implementation of this Agreement, the provisions of Section 51 of the Headquarters Agreement shall apply.

## PART V

Transitional provisions

## Article 14

Officials of the IAEA who are not participants in the Pension Fund at the date of entry into force of this Agreement shall, as of that date, participate in the insurance schemes referred to in Article 2(1) unless they participate in a foreign social security scheme.

## Article 15

- (1) Officials who became participants in the Pension Fund before the date of entry into force of this Agreement shall be entitled, within thirty days from that date, to participate by making a declaration to that effect, in any insurance referred to in Article 2(2) with effect from the day following the date on which the declaration is transmitted.
- (2) Article 11 shall apply mutatis mutandis to cases covered by paragraph (1).

## Article 16

In the case of officials who have become participants in the Pension Fund before the date of entry into force of this Agreement and former officials of the IAEA whose appointments have terminated before that date, the time limits stipulated in the ASVG for claiming the right to voluntary continuation in the health and pension insurance scheme shall commence upon the entry into force of this Agreement.

## Article 17

In the case of officials who have become or have ceased to be participants in the Pension Fund before the date of entry into force of this Agreement and who were not covered by the Agreement between the IAEA and the Republic of Austria concerning the Regulation of Pension Insurance for Officials of the IAEA, dated 12 February 1959, the time limits stipulated in Article 7(1) and Article 8(1) shall commence upon entry into force of this Agreement.

PART VI

Final provisions

Article 18

(1) This Agreement shall enter into force sixty days after an Exchange of Notes between the Director General and the representative of the Federal President of the Republic of Austria, duly authorized to that effect.

(2) Upon entry into force of this Agreement, the Agreement between the IAEA and the Federal Government of the Republic of Austria concerning the Social Insurance of Officials of the IAEA, dated 29 December 1958, and the Agreement between the IAEA and the Republic of Austria concerning the Regulation of Pension Insurance for Officials of the IAEA, dated 12 February 1959, [9] shall cease to be in force.

Article 19

Consultations with respect to amendment of this Agreement shall be entered into at the request of the IAEA or the Republic of Austria.

Article 20

This Agreement shall cease to be in force

1. By mutual consent of the IAEA and the Republic of Austria;
2. If the permanent headquarters of the IAEA is removed from the territory of the Republic of Austria. In that case, the IAEA shall co-operate with the competent Austrian authorities in ensuring the orderly settlement of current matters.

Article 21

The termination of the Agreement shall not impair the rights acquired thereunder.

DONE at Vienna, this seventh day of August 1973, in duplicate in the English and German languages, both texts being equally authentic.

For the INTERNATIONAL ATOMIC  
ENERGY AGENCY:

(signed) U. Goswami

For the REPUBLIC OF AUSTRIA:

(signed) Rudolf Kirchschläger

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[9] Reproduced in document INFCIRC/15, parts VI and VII respectively.

## VI

SUPPLEMENTAL AGREEMENT ON TURNOVER TAXES FOR THE PURPOSE OF  
IMPLEMENTING ARTICLE VIII, SECTION 22(b), OF THE AGREEMENT  
BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE  
REPUBLIC OF AUSTRIA REGARDING THE HEADQUARTERS OF THE  
INTERNATIONAL ATOMIC ENERGY AGENCY[10]

Text of a note dated 22 January 1975 from the Director General of the Agency  
to the Federal Minister for Foreign Affairs of the Republic of Austria

"The Agreement between the International Atomic Energy Agency and the Republic of Austria regarding the Headquarters Agreement of the International Atomic Energy Agency (hereinafter referred to as 'the Headquarters Agreement') provides in its Section 22(a):

'The IAEA and its property shall be exempt from all forms of taxation, provided, however, that such tax exemption shall not extend to the owner or lessor of any property rented by the IAEA.'

The Headquarters Agreement provides further in its Section 22(b), *inter alia*:

'In so far as the Government, for important administrative considerations, may be unable to grant the IAEA exemption from indirect taxes which constitute part of the cost of goods purchased by or services rendered to the IAEA, the Government shall reimburse the IAEA for such taxes by the payment, from time to time, of lump sums to be agreed upon by the IAEA and the Government. It is, however, understood that the IAEA will not claim reimbursement with respect to minor purchases ....'

"In consideration of the fact that the turnover tax system in Austria was changed with effect from 1 January 1973 I have the honour to propose that the provisions quoted above shall be implemented as follows with respect to the new turnover tax system (value added tax system):

1. The Austrian Federal Government (hereinafter referred to as the 'Government') shall reimburse the International Atomic Energy Agency (hereinafter referred to as the 'Agency') the turnover tax on goods delivered and services rendered to the Agency, including rentals. The Agency shall not claim reimbursement of the turnover tax for goods delivered or services rendered of a net value, excluding the turnover tax, of less than S 1000.
2. Reimbursement of the turnover tax shall be made on the basis of lists of all goods delivered and services rendered subject to reimbursement in accordance with this Supplemental Agreement. These lists shall cover periods of six months each and shall be transmitted by the Agency to the Government. Upon request, the Agency shall permit representatives of the Government to inspect the originals of the invoices for any such goods delivered and services rendered.

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[10] This Agreement entered into force on 1 February 1975.

3. In the case of goods delivered for the 'Commissary' the turnover tax shall be reimbursed only for foodstuffs and alimentary products, and tobacco products; reimbursement of the turnover tax for other goods shall be made only if such goods have been exempted from import duties in accordance with the provisions of the Headquarters Agreement and the relevant Supplemental Agreements, and if appropriate evidence thereof can be furnished.
4. This Supplemental Agreement shall supersede the Supplemental Agreement on Turnover Taxes of 17 July 1958[11] and shall enter into force on 1 February 1975. It shall apply to goods delivered and services rendered after 31 December 1972 and shall remain in force for the duration of the Headquarters Agreement.

"If the Austrian Federal Government agrees to this proposal I have the honour to propose that this note together with your note of reply confirming its acceptance shall constitute an agreement between the Agency and the Government implementing, to this extent, the relevant provision of the Headquarters Agreement."

Text of the note of reply dated 22 January 1975 from the  
Federal Minister for Foreign Affairs

"The Federal Government of the Republic of Austria has instructed me to reply to your Note of 22 January 1975, the German text of which reads as follows:

[Here follows the text, in German, of the Director General's Note]

"I have the honour to confirm that the Federal Government of the Republic of Austria accepts this proposal and that your Note and this Note of Reply constitute the Supplemental Agreement relating to Article VIII, Section 22(b) of the Agreement between the Republic of Austria and the International Atomic Energy Agency regarding the Headquarters of the International Atomic Energy Agency of 11 December 1957."

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[11] Reproduced in document INFCIRC/15, part IV.