

Exempt from duties in acc. with the
Agreement between the Republic of
Austria and ICPO Interpol of 17 July
2007.

FACILITY AGREEMENT

This agreement (hereinafter referred to as “Agreement”) is made as of ****, 2009, by and between **Federal Province of Lower Austria**, having its registered office at Landhausplatz 1, 3109 St. Pölten, Austria (hereinafter referred to as “Federal Province”) on the one part, and **The International Criminal Police Organization – INTERPOL (ICPO-Interpol)**, an international organization whose principal place of business is at 200, quai Charles de Gaulle, 69006 Lyon, France (hereinafter referred to as “Interpol”) on the other part, jointly also referred to as “the Parties”.

RECITALS

- A. Recalling the Letter of Intent concluded on 14 December 2006 by the Parties and the Minister of the Interior of the Republic of Austria, and the Agreement concluded on 17 July 2007 by the Republic of Austria and Interpol regarding the seat of the Interpol Anti-Corruption Academy in Austria (hereinafter referred to as “Headquarter Agreement”), the Parties are willing to cooperate to establish an international multidisciplinary state-of-the-art training and research centre for anti-corruption issues in Laxenburg, hereinafter referred to as “Interpol Anti-Corruption Academy” or “IACA”.
- B. The NÖ Landesimmobiliengesellschaft m.b.H., a duly incorporated limited liability company, having its registered office at Landhausplatz 1, 3109 St. Pölten, (hereinafter referred to as “LIG”) is the sole owner, registered in the Land Register, of the property EZ (entry no.) 3 Land Register 16117 Laxenburg, District Court Mödling, comprising plot no. 247 and plot no. 248 with the address Münchendorferstraße 2. Additional areas adjacent to Palais Kaunitz are at the exclusive use of LIG for construction of an energy centre, parking spaces and sport facilities. Additional park areas are available for non-exclusive use of LIG and Interpol respectively.
- C. Federal Province concluded the necessary agreements with LIG and the Congregation to be able to grant Interpol the right to use the Property.
- D. Subject to the terms and provisions herein, Interpol desires to use Palais Kaunitz and portions of other facilities as the seat of the Interpol Anti-Corruption Academy and

Federal Province agrees that Interpol shall be permitted to use the Palais Kaunitz and portions of other facilities as the seat of the IACA.

NOW, THEREFORE, in consideration of the agreements set forth herein, the Parties hereto hereby agree as follows:

I.
Subject of this Agreement

1. Federal Province shall grant Interpol the right to use Palais Kaunitz, Münchendorferstraße 2, 2361 Laxenburg, including the courtyard, cellar, attic areas and an energy centre as well as the parts of the park and car parking areas stated in Annex ./1, in particular:
 - a). the partial areas, which are designated in Annex ./1 as “**A1**”, “**A2**” and “**A3**” (jointly hereinafter referred to as “**A**”), consisting of Palais Kaunitz including the interior courtyard, the energy centre, the car parking lots and a partial area of the park and
 - b). the blue-coloured partial area called “**B**”

The partial areas “**A**” and “**B**” will hereinafter be jointly referred to as “Property”. Interpol accepts this right of use. During the term of this Agreement, Interpol shall therefore have the right to use the Property for the purposes of operation of IACA, notwithstanding the continued ownership of said properties by LIG and the Congregation.

2. Federal Province warrants that partial area “**A**” shall be available to Interpol for its exclusive use after completion of construction and adaption works to be carried out by LIG including the energy centre including lines and car parking lots on partial area “**A**”.
3. Federal Province warrants that partial area “**B**” is available to Interpol for its non-exclusive use. Interpol acknowledges that partial area “**B**” is wholly owned by the Institut der barmherzigen Schwestern vom heiligen Kreuze in Laxenburg (hereinafter referred to as “Congregation”), Schlossplatz 15, 2361 Laxenburg, Austria.
4. Interpol acknowledges that partial area “**B**” will be used jointly by Interpol and the Congregation. In particular, staff, students and visitors of the IACA, the members of the Congregation and residents as well as visitors of the retirement home operated by the Congregation on partial area “**C**” will sojourn at partial area “**B**”.
5. Interpol acknowledges that the Congregation operates a retirement home on the red-coloured partial area “**C**”. Furthermore Interpol acknowledges that the Congregation has the exclusive right to use partial area called “**C**” and that therefore Interpol shall not be granted any rights to use partial area “**C**”.

6. Interpol recognises the title of LIG as the proprietor to the Palais Kaunitz and shall not at any time, during the term of this Agreement or thereafter, do or suffer to be done any act or thing which will in any way challenge the validity of or impair the rights of LIG in and to the Palais Kaunitz.

II.

Conditions for renovation / adapting the Property

1. LIG shall fully renovate, adapt and extend the Property as laid down in the attached specifications (Annex ./2). All further amendments or adaptations, appointments and equipment which are necessary for operation of the Property, are to be undertaken or procured by Interpol.
2. LIG undertakes to complete any and all renovation, adaptation and extension works in accordance with Annex ./2 within 13 months after start of construction works.
3. Federal Province shall notify Interpol of the readiness for handover as early as possible, but no later than 2 (two) months in advance in written form. At the handover the Parties shall draw a handover certificate setting forth the actual condition of the Property, including all visible defects, and the term for the obligation to repair these. This handover certificate which shall be attached as Annex ./3 to this Agreement shall form an integral part of this Agreement as shall any photographic documentation attached or enclosed on this occasion.
4. Interpol undertakes to accept delivery of the Property at the date notified to it at least 2 (two) months in advance by Federal Province, subject to the fact that the Property is in the agreed condition as set out in Annex ./2. Deviations from Annex ./2, which shall, in particular, include any deviations which have proven to be necessary or expedient during the building procedures or the subsequent implementation of the construction work and agreed by the Parties, and any defects which do not significantly obstruct the agreed use of the Property shall not release Interpol from its obligation to accept the Property. In the event of such defects, however, improvements of the Property shall be made in order to establish the agreed condition as closely as possible.

III.

Term and Termination

1. This Agreement shall become effective upon signing. It shall last for a limited period of time, ending on 31st March 2035, without the need for an express notice or other act of termination. The Parties acknowledge that certain of their obligations hereunder shall continue beyond the termination of this Agreement.

2. Either Party may, notwithstanding further rights and claims, terminate the Agreement for important cause by written notice with immediate effect. Important cause includes in particular, but not limited, to:
 - a. the violation of any substantial contractual obligation by one of the Parties, if the said Party continues to act in violation of this Agreement despite a written demand of the other Party to remedy the indicated violation within a period of no longer than four weeks;
 - b. the removal of the seat of the IACA from the territory of the Republic of Austria;
 - c. the non payment of the utility, operation and side costs by Interpol despite a two weeks grace period to be granted by Federal Province;
 - d. transfer of the object of this Agreement or the lease rights in full or in part without the explicit written approval of Federal Province;
 - e. the termination of the Headquarter Agreement.
3. After expiration Interpol may renew the term of the Agreement on the same terms and conditions for another term of 25 (twentyfive) years if Federal Province receives a respective written statement from Interpol in each case 6 (six) months prior to expiration of the term of this Agreement (renewal option); however, only on the conditions that (i) the financing of the rent for the subsequent term, the utility, operation and side costs is guaranteed prior to the receipt by Federal Province of the renewal option and (ii) that Interpol has duly fulfilled all its obligations under this Agreement and that there are/will be no outstanding amounts between Interpol's statement and the expiration of the contract still effective at that point in time.

IV. **Consideration**

1. The consideration to be paid by the Interpol shall consist of the basic rent, the side costs, in particular the utility costs and public charges.
2. The Parties hereby mutually agree that the lump sum amount of EUR 46.162,00 shall be reasonable as basic rent per month as at the signing of this Agreement.
3. The obligation to pay rent shall commence on the first day of the month following the handover of the Property. For the period of adaptations works and general renovation according to section II, para. 1 above, Interpol shall not be obliged to make any rental payments.

V.
Adjustment of the Rent

1. The basic rent is linked to the 6 months Euribor [*Euro Interbank Offered Rate*]; whereupon as starting basis the rate as at 05.08.2009 (i.e. 1,1330 % per annum) 30./360 plus a supplement of 0,8 percentage points, with payments made monthly in advance, has been agreed. The basic rent is to be adjusted as of January 1 and July 1 of each calendar year by adjusting the interest portion of the basic rent corresponding to the changes in the 6 months Euribor. The interest rate underlying the calculation of the basic rent shall be adjusted by the absolute amount corresponding to the change of the rate at the time of the adjustment published for the preceding November 15 (upon adjustment as of January 1) respectively May 15 (upon adjustment as of July 1) in relation to the basic rate and shall be rounded up to the nearest tenth of a percentage point.
2. The amount of the basic rent provided for in section IV, para 2 is calculated on the basis of the imputed interest rate as at 05.08.2009. The first adjustment of the basic rent shall be made at handover of the Property.

VI.
Terms of Payment regarding the basic rent, Sponsoring Agreement

1. It is hereby established that prior to the conclusion of this Agreement Federal Province and the Republic of Austria have agreed to each sponsor half of the costs of the basic rent for the initial term of this Agreement (i.e. 25 years). In addition Interpol and the Republic of Austria have entered into a sponsor agreement reflecting the agreement mentioned before.
2. Federal Province shall issue to Interpol monthly invoices for the total basic rent. The respective invoices shall be delivered to the Republic of Austria. Interpol shall receive a copy.
3. Upon receipt of the monies corresponding to the basic rent for each respective month by Federal Province the obligation of Interpol to pay the basic rent for the respective period shall be fulfilled.

VII.
Operating Costs

1. The basic rent agreed upon does not contain any side costs i.e., the subsequent costs that are constantly accruing to the latter through the regular and ordinary use of Palais Kaunitz or the economic unit of the adjacent buildings, facilities, equipment and property.

2. Interpol shall be obliged, subject to the following provisions, to bear the utility costs and public charges for the Property. In principle, it is Interpol's right to authorize the work required for the stipulated use of the Property or to award contracts for this purpose. In this event, Interpol shall pay the costs directly instead of operating costs. With respect to some operating costs, Interpol may request Federal Province to take care of the work itself or have it award the necessary contracts. In this event, Interpol shall pay operating costs.
3. Basically, Interpol shall bear the following costs:
 - a. Costs for land tax (if imposed on LIG).
 - b. Costs for water supply and drainage.
 - c. Heating costs.
 - d. Hot water supply costs.
 - e. Costs of the operation of the personnel and service elevator, operation and maintenance of the facilities, particularly the operation, inspection, servicing, cleaning, periodic testing of the operational readiness and occupational safety, including fitting by experts as well as the prime mover, alarm installations, and emergency systems, where applicable.
 - f. Costs of street cleaning and garbage removal (public fees and costs for non-public measures).
 - g. Housekeeping costs (keeping the building clean, as well as the building facilities and accesses, as well as the purchasing of cleaning agents and equipment, the costs for dispersing salt, the operation and maintenance of vacuum cleaners, sweepers and other maintenance equipment as well as pest control, the costs of periodic cleaning of the walls and shutters).
 - h. Landscaping costs (care of planted areas, including sidewalks and roads, accesses and service roads, and, where applicable, existing roof greenery and hydroponics, including the replacement of plants, woods, earth, sand, gravel and the like, as well as the operation, maintenance and repair of lawn mowers and other gardening equipment).
 - i. Lighting costs (outside lighting as well as fuses, light bulbs and fluorescent tubes for the inside).
 - j. Costs of chimney sweeping and emissions testing.

- k. Costs of property and liability insurance (costs of insurance against fire, storm and water damage), glass insurance, liability insurance for the building or the elevator.
 - l. Costs for the caretaker and house technician, (current salaries, social benefits, compensation, special payments, monetary compensation, payments in kind and other allowances, including employer contributions for social security, professional associations and the like, in addition to replacements for employees on vacation or on sick leave, as well as reimbursements of expense allowances paid by the Federal Province and reimbursement of expenses, excluding, however, special compensation paid for maintenance and renovation).
 - m. Costs for gatekeepers and security.
 - n. Costs of operating the community antenna (the prime mover, periodic testing of the operational readiness, including fitting by experts), internet and telephone access.
 - o. Costs for the operation, maintenance and upkeep of refuse chutes, power-operated garbage removal equipment, gutters, lightning arrestors, emergency power generator, drainage pipes, fire alarm systems, sprinkler systems.
 - p. Costs for snow and ice removal including the salt required for this purpose.
 - q. Other operating costs that are not mentioned in items a. to o., but which are directly connected with the management of the property, as well as the costs for the operation and maintenance of fire extinguishers and other household appliances, costs for the operation and maintenance of the existing ventilation system, a humidifier or an existing supporting refrigeration system, where applicable, as well as new taxes, duties and user charges or other property costs levied on real property and landholdings.
4. Interpol shall bear the operating costs of the Property itself, in particular the electricity, gas and telephone costs; the same shall apply for all associated electricity connection, meter and other charges.
 5. Interpol shall reimburse Federal Province upon request for operating costs incurred pursuant to this Agreement, subject to the provision by Federal Province of satisfactory documentation of such costs. For this purpose Federal Province will render monthly billing statements to Interpol for all payments hereunder and remittance in full will be due within 15 days of receipt of a proper invoice from Federal Province.

VIII.
Use of the Property

1. The Property may exclusively be used for academic purposes, specifically only for a state-of-the-art training and research centre for anti-corruption issues and an academy for students providing student accommodation and catering needs.
2. All official approvals necessary for Interpol's operation are to be obtained by it at its own expense and risk.
3. All changes of use shall require the prior explicit written approval of Federal Province.

IX.
Usage and Maintenance

1. Interpol is required to keep the Property in good and clean condition and to treat the Property in a careful way and shall be liable for damage to the Property caused by Interpol, unless this damage is covered by the property damage insurance according to section X. of this Agreement.
2. Notwithstanding the above, in the event of damage to the Property caused by Interpol, Interpol shall have the choice of either carrying out repair works itself, assign third parties with it or compensating Federal Province for the repair costs.
3. Federal Province shall be responsible for the maintenance and repair of Palais Kaunitz regarding severe damages of Palais Kaunitz (external walls, roof, and supply mains) and regarding severe damages to the outside windows. Federal Province shall furthermore be obligated to perform any work required for monument protection purposes at its own costs. In all other cases, repairs of the Property shall be the responsibility of Interpol.
4. The realization of repair and maintenance work through Federal Province according to the obligations set forth in this Agreement shall need the prior written approval of Interpol at least 2 (two) weeks in advance. Such approval shall not be unreasonably withheld.
5. If a Party does not fulfil its obligation to maintain and repair or the obligation to remedy severe damage within a reasonable period, in spite of a request by the respective other Party - with the obligation of at least starting the work within this period - and in spite of an extension period of a maximum of 10 days, the respective other Party shall have the right to have professional workers carry out the required work at the cost of the other Party. For imminent danger no extension period shall be set.
6. On partial areas "A1" and "A2" forming a part of area A (Annex ./1), which is made available for exclusive use, Interpol shall be entitled to set up sports facilities and to

design the areas horticultural in accordance with and subject to the official approvals required but only in a manner that does not trigger applicability of the Austrian Tenancy Act [*Mietrechtsgesetz*]. At Federal Province's request Interpol shall be obliged to remove any installations, paving, sports facilities and horticultural designs made at its own cost upon termination of this Agreement and to restore the previous condition.

7. Interpol shall bear the costs of maintenance and horticultural design on partial area "A1" and "A2". Interpol shall be obliged to ensure proper horticultural design that is in line with the ensemble, in particular to mow the lawns and to maintain paths and sports facilities, if any, and gardens in a proper and well-kept condition.
8. The costs of maintenance of the wall alongside Muenchendorfer Strasse, Fuerst-Kaunitz-Strasse and Guntramsdorferstrasse shall be borne
 - by Interpol with respect to the part of the wall which is adjacent to the area "A" made available Interpol for exclusive use
 - by the Congregation with respect to the part of the wall which is adjacent to the area reserved for the exclusive use by the Congregation and
 - by both parties with respect to the part of the wall which is adjacent to the jointly used area.

Interpol undertakes to take the character of the overall ensemble into appropriate account when designing the part of the park and buildings made available for its exclusive use and, in particular, to comply with statutory provisions and official regulations (e.g. preservation of monuments).

9. In the course of the renovation work a fence including gates shall be erected between partial areas "C", "A" and "B" (marked with black lines in Annex ./1). The Parties agree that, except on high-risk days (see Para. 10 below), the gates will be open unrestrictedly so that the Congregation and those persons who deduce their rights from the Congregation are able to use partial area "B", which is made available for joint use, without restriction.
10. The Congregation is aware that Interpol will organise functions on not more than ten days per year which require that the part of the Property which is made available to Interpol for exclusive use be closed off for security reasons. The area will be closed off by locking the gates through the fence as defined in Para. 9 above. Interpol shall notify Federal Province of such high risk days at least two weeks in advance.
11. In addition, it cannot be excluded that for reasons which are beyond Interpol's control the gates need to be locked for security reasons for longer than the above-mentioned number of ten days per year. Such a reason is, for example, threats of terrorist acts and the like. If the Congregation incurs expenses for such reasons Federal Province will contractually be obliged to reimburse the provable expenses on first demand. In that case Interpol shall

reimburse all expenses of Federal Province on first demand and indemnify and hold Federal Province harmless.

X.

Insurance

1. Federal Province shall be obliged to conclude a property damage insurance for Palais Kaunitz, covering damages of Palais Kaunitz becoming effective the latest at the date of handover.
2. Interpol undertakes to obtain and keep in force comprehensive insurance for its civil liability with the insurance company, upon the insurance coverage and under the conditions agreed upon with Federal Province.
3. Interpol shall procure, pay for and keep in full force and effect, at all times during the term of this Agreement the following:
 - a. fire and property damage insurance insuring Interpol against loss from physical damage to Interpol's FF&E, products, personal property, inventory, trade fixtures and improvements within Palais Kaunitz, with coverage for the full actual replacement cost thereof; and
 - b. with respect to the making of alterations or the construction of improvements or the like undertaken by Interpol, contingent liability and builder's risk insurance, in an amount and with coverage reasonably satisfactory to Federal Province.

XI.

Structural Modifications and Investments

1. Basic structural modifications to the exterior as well as basic structural modifications inside and outside the Property shall be carried out by Interpol only upon prior written approval by Federal Province. Federal Province shall only refuse such approval for good cause. The approval shall be deemed granted if Federal Province does not object to it within 4 (four) weeks from receipt of the notification of the structural modification.
2. Federal Province shall give approval in writing to such modifications, provided the alteration is in line with the state of the art and general usage of Interpol, it takes place at the expense and risk of Interpol, no prejudice to the interests of Federal Province or third parties which merit protection is suspected, there is no damage to the building, in particular no prejudice to the external appearance of the building, and there is no risk to the safety of persons and property.
3. Interpol shall be entitled to carry out all internal adaptation work inside the Property to the extent that these modifications are not considered structural in the sense of Paragraph 1

above without the need for prior approval by Federal Province. The costs for such modification shall be borne by Interpol.

4. For the avoidance of doubt Federal Province gives its express consent to laying lines for telephone, fax, IT and other telecommunications and radio systems, including devices to shield and earth them, in the Property. Furthermore, Interpol shall be entitled to install a respective locking system on the access doors to the Property. Should building permits or other official permits be required, Interpol shall apply for these at its own expense and risk. Federal Province shall undertake to support Interpol in obtaining necessary approvals in the proceedings.
5. In case of termination of the present Agreement, for any reason whatsoever, Interpol shall not be obliged to restore the original condition of the Property. Interpol shall have the right but not the obligation to dismount any modifications, including technical devices and installations fitted by it before the Property is returned. Any removal of modifications, devices and installations must not result in severe damage to the Property.
6. In case Interpol decides to not dismount the modifications made by it, Federal Province shall not be obliged to compensate Interpol at the termination of the present Agreement for any investments made by Interpol. All modifications not dismounted by Interpol shall become the property of the registered owner of the Property upon return of Palais Kaunitz.

XII.

Entry

1. Federal Province shall be entitled to enter the Property only in the attendance of a representative of Interpol after prior notice, at reasonable times.
2. At imminent danger Federal Province and persons commissioned by it shall be entitled to enter the Property without prior notice if immediate protective measures are required, respecting the inviolability of the IACA according to Article 4 of the Headquarter Agreement.

XIII.

Return of the Property

1. Upon termination of this Agreement, for any reason whatsoever, and upon expiry of the Agreement, Interpol shall immediately cease any further use of the Property.
2. At termination or expiry of this Agreement, Interpol shall be obliged to return the Property to Federal Province cleared of its own personal property and, taking normal wear and tear into account, in the condition in which they were originally handed over to Interpol.

3. The procedure described under Section II. shall apply to the return of the Property from Interpol to Federal Province in case of termination or expiry of the Agreement.

XIV.

Supplemental Action / Assistance

1. The Parties shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties. In particular, Federal Province shall be obliged to execute any and all declarations necessary for Interpol to defend its rights granted under the present Agreement.
2. Federal Province undertakes to notify Interpol without undue delay about any and all relevant information and communication it receives from third parties in relation to the Property.

XV.

Transfer

1. Interpol shall be entitled to transfer individual rooms or several interconnected rooms or room areas, also at a fee, to third parties after receiving express written approval from Federal Province. Federal Province shall refuse this approval for good cause only (e.g. if the dedicated use is impaired). The restricted transfer right refers also to any subletting and assignment.
2. Interpol has informed Federal Province that the Anti-Corruption Academy shall become a separate legal entity under public international law with equal privileges as Interpol in Austria in the future. If this happens Federal Province shall be obliged to approve the transfer of this Agreement with all rights and obligations by Interpol to the new entity upon respective first written notification by Interpol.

XVI.

Costs

1. Each Party shall bear any and all costs relating to the conclusion of the present Agreement on its own.
2. Each Party to this Agreement shall bear the costs of its own advisory services, particularly its own legal fees, save where one Party is in default in which case the defaulting Party shall be liable for the reasonable and proper cost of the non-defaulting Party.

XVII.
Settlement of Disputes

1. This Agreement shall be governed and construed in accordance with the laws of Austria.
2. The Parties agree that any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (“ICC”), which Rules are deemed to be incorporated by reference into this clause. There shall be one arbitrator appointed by the ICC Court. The seat or place of arbitration shall be Vienna, Austria. The language to be used in the arbitral proceedings shall be English. The award shall be final and binding on the Parties and may be entered and enforced in any court having jurisdiction.
3. The Parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including but not limited to any pleadings, briefs or other documents submitted or exchanged, any documents disclosed by one party to another, testimony or other oral submission and any awards or decisions) shall not be disclosed beyond the tribunal, the ICC, the Parties, their legal and professional advisers, and any person necessary for the conduct of the arbitration, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

XVIII.
Notices

1. All notices, consents, requests, approvals, demands, or other communication (collectively, “Communication”) by any Party to this Agreement must be in writing and shall be deemed to have been validly served, given, or delivered: (a) upon the earlier of actual receipt and three (3) Business Days after deposit in the mail, registered or certified mail return receipt requested, with proper postage prepaid; (b) upon transmission, when sent by facsimile transmission; (c) one (1) Business Day after deposit with a reputable overnight courier with all charges prepaid; or (d) when delivered, if hand-delivered by messenger, all of which shall be addressed to the Party to be notified and sent to the address, facsimile number appearing in this Agreement or at such other address as it may have been notified to the other Party in accordance with this Agreement.
2. Interpol hereby declares that the address of the Property shall be a valid address for delivery of all notification including statements of claims, briefs, court orders, etc in accordance with the provisions of the *Zustellgesetz* (Austrian law regarding the serving of legal and official writs).

XIX.
Severability

1. If any provision of this Agreement shall be declared void or invalid or unenforceable by any governmental authority, administrative agency or court of competent jurisdiction, including an arbitration tribunal, with jurisdiction thereof, or by the operation of law then the remainder of this Agreement shall remain in full force and effect without the offending provision, provided that such remainder substantially reflects the original agreement of the Parties. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible. The same shall apply to the filling of potential contractual loopholes, if any.

XX.
Miscellaneous

1. In regard to the subject matter of the Agreement there are no agreements alongside this Agreement. Amendments or changes to this Agreement shall be made in writing and require the unanimous consent of the Parties to this Agreement. This shall also apply for any agreed deviation from the requirement of written form. The validity of implied amendments to this Agreement shall not be assumed.
2. This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assignees.
3. The Agreement contains 3 Annexes, which represent constituent parts of the Agreement, numbered 1 to 3 and denominated as follows:

Annex ./1 – Subject of the Agreement (area plan)

Annex ./2 – Specifications

Annex ./3 – Handover Certificate

4. This Agreement has been concluded on the ___th day of _____, 2008, Vienna, Republic of Austria, in two (2) original counterparts, in the English language only, out of which one exemplar has been handed over to Interpol, the remaining original exemplar being retained by Federal Province.

[signatures on next page]

Laxenburg, _____

Federal Province of Lower Austria

The - International Criminal Police
Organization –INTERPOL