

REGULATIONS FOR THE APPLICATION, ADMISSION, AND PARTICIPATION IN THE ONLINE INTERNATIONAL ANTI-CORRUPTION SUMMER ACADEMY 2020

PLEASE NOTE

By submitting the application form, the applicant declares to have read and understood these regulations and agrees to them.

All correspondence pertaining to the training/programme, such as inquiries, complaints, cancellation notices, notices of technical nature should be exclusively sent to the following email-address in English only:

summeracademy@iaca.int

Any such correspondence conveyed to IACA by postal mail, fax, or other means of communication, or in another language than English may not be deemed valid and processed.

1 THE TRAINING/PROGRAMME

1.1 General: The Online International Anti-Corruption Summer Academy is an online training/programme of the International Anti-Corruption Academy (IACA), an international organization with its official seat at Muenchendorfer Strasse 2, 2361 Laxenburg, Austria ("IACA's campus"). The training/programme will run from **5 to 11 September 2020**. Its structure and content are described at:

<https://www.iaca.int/iaca-programmes/open-trainings/summer-academy>

1.2 Target Group: Professionals from around the world, with a minimum of five years of relevant work experience in the public or private sector, international or non-governmental organizations, as well as media representatives, students, and researchers in areas related to anti-corruption and/or compliance. Applicants with a level of junior engagement demonstrating their potential may also apply.

1.3 Language: The training/programme is administered and will be held in the English language only (translation/interpretation will not be provided).

1.4 Further information is available at:

<https://www.iaca.int/iaca-programmes/open-trainings/summer-academy>

2 REGISTRATION

Only registered users of IACA may apply. Users can register at:

<https://crm.iaca.int/?q=user/register>

3 APPLICATION

3.1 Application Requirements: Interested professionals (see 1.1- "Target Group") have to apply personally by **20 August 2020** via the online application form at

<https://www.iaca.int/iaca-programmes/open-trainings/summer-academy>

attaching all required documentation, as specified below:

- a. Curriculum Vitae
- b. Passport Copy
- c. 1 Passport Photo
- d. Applicants should have the appropriate command of English to successfully participate in the training/programme. Therefore, non-native English speakers have to provide either one of the following documents, or prove the sufficient level of English in an interview with IACA:
 - Test of English as a Foreign Language (TOEFL) - overall score of: paper-based 574, computer-based 210, internet-based 89.
 - Cambridge First Certificate in English (FCE) - corresponding to level B2 of Common European Framework of Reference for Languages (CEFR).
 - Academic IELTS Test - overall score of: 6.0.
 - Certificate of completion of at least one year of fulltime university studies or in a tertiary institution where the language of instruction was English. Proof of sufficient professional experience in an English-speaking environment may be equivalent to such certificate.
 - An academic degree where the language of instruction was English.
- e. Optionally in support of the application: Professional references
- f. Applicants requesting tuition fee waiver are required to submit additional documents (see 13.4)

3.2 Application Process: IACA will confirm the receipt of applications by email. IACA will not process applications and will not return documents sent by postal mail. Incomplete applications will not be considered. Late applications may be considered subject to available places on the training/programme.

Applicants experiencing problems with the online registration/application are kindly asked to contact IACA for further guidance.

4 ADMISSION

4.1 Admissions are at the sole discretion of IACA based on relevant criteria, such as the applicants' personal and professional suitability for the training/programme, as well as gender, professional and regional diversity of participants.

4.2 IACA may request additional information/documentation from applicants, as well as their participation in interviews.

4.3 All applicants will be notified about admission results. Unsuccessful applicants are encouraged to re-apply on another occasion.

5 OFFER/ACCEPTANCE/FEES

5.1 Selected applicants will receive an offer to participate in the training/programme, together with payment instructions and/or a tuition fee waiver offer.

5.2 Fees are stated and described at:

<https://www.iaca.int/iaca-programmes/open-trainings/summer-academy>

5.3 Once the applicant has settled his/her payment, or the applicant's written tuition fee waiver acceptance has been received by IACA, both by the deadline set by IACA, the place in the training/programme is guaranteed and the respective applicant becomes a participant.

6 RULES ON PAYMENT

6.1 Payments shall be made in the Euro currency by the stated deadline, either by bank transfer or any other mode of online-payment offered by IACA for the training/programme. Other forms of payment, such as cheque, or cash payments, will not be accepted.

6.2 Payments are deemed settled once accredited to IACA's account. Please note that the payment-process may take a couple of days. IACA shall not assume any liability in respect of the participant's use of any banking and/or online service.

6.3 Except for any refund-payments (see 8.) processed by IACA under European law on payment services (within the European Economic Area), any costs or fees associated with the transfer of payments, including but not limited to bank and/or currency conversion charges, are to be borne exclusively by the participant.

7 NON-PARTICIPATION/ LATE OR INCOMPLETE PARTICIPATION

No fees shall be refunded by IACA in case of non-participation, or incomplete participation.

8 CANCELLATIONS

8.1 Cancellation by Participants: Cancellation notices of participants shall be sent to IACA per email to

summeracademy@iaca.int

Cancellation fees are:

- a. 100 Euro, for cancellations received until 01 September 2020;
- b. 100 % of the programme fee for any cancellation received on or after 02 September 2020.

IACA will balance cancellation fee with payments received and return any surplus to the participant's account.

8.2 Cancellation by IACA: Save cases of *force majeure*, paid fees will be refunded proportionally to the cancelled part of the training/programme, as appropriate.

9 ADMINISTRATIVE MATTERS

9.1 Start of the programme: The training/programme starts on **5 September 2020** in accordance with the timetable issued by IACA. Participants are requested to follow the instructions regarding online participation as communicated by IACA through designated email address.

9.2 Certificates: Participants who have successfully completed the training/programme will receive a certificate of the training/programme.

10 LEGAL MATTERS

10.1 Communication/Reporting: Participants shall communicate to IACA through the designated addresses, including email, all changes of circumstances and data that may be relevant for their participation in the training/programme. Any costs or adverse consequences caused by changed or unknown circumstances or data of participants, not communicated to IACA are not attributable to and shall not be borne by IACA.

10.2 Copyrights: All materials provided to participants during the training/programme are subject to copyrights and are for each participant's non-commercial and personal use or study only. Any further use, including the reproduction in digital or hard-copy format, requires IACA's authorization. Participants shall not download audio/video material produced by IACA within the scope of the training/programme, nor shall they make audio/video recordings during the training/programme.

10.3 Use of Personal Data: IACA respects the participants' privacy and takes appropriate measures to protect their personal data. IACA will process the participant's personal data in line with IACA's Privacy Notice (available at <https://www.iaca.int/privacy-notice.html>). In order to facilitate the academic dialogue amongst fellow participants and faculty, IACA will give an option to participants to share their data (name, surname, job-affiliation, email address) amongst them.

10.4 Personality Rights: IACA may arrange photo/video and/or other recordings during the training/programme and publish them for public information purposes. Participants shall respect the privacy of their classmates and refrain from taking photos during the training/programme unless permitted by the persons concerned. Participants shall inform IACA in writing prior to the start of the training/programme if they do not wish to be included in photo/videos and/or other recordings arranged by IACA.

10.5 Laws and Regulations: Participants shall observe all laws and regulations pertinent to their studies at IACA and their presence in Austria or other host states of the training/programme, including the "*Code of Conduct for IACA's Programmes and Activities*" (see Annex).

10.6 Changes to Programme/Regulations: IACA reserves the right to adapt the programme, such as replacing lecturing personnel, schedule, if required for the successful implementation of the training/programme. Participants will be informed about any changes to the training/programme or to these Regulations.

10.7 Force Majeure [& other Exceptional Circumstances]: Neither IACA nor a Participant shall be liable for any failure of or delay in the performance of the training/programme for

the period that such failure or delay is caused by force majeure, which are extraordinary events or circumstances, such as a war, strike, natural disaster or other acts of a similar nature or force, that

- a. are beyond the reasonable control of either Party;
- b. materially affect the performance of any of its obligations pertaining to the training/programme, and
- c. could not reasonably have been foreseen or provided against.

Where other exceptional and well-documented circumstances are leading to a failure of or delay in the performance of the training/programme, IACA may carefully examine these circumstances and take a fair and equitable decision.

11 DISPUTES

11.1 IACA and the Participants shall use their best efforts to settle amicably any dispute, controversy, or claim pertaining to the training/programme and these Regulations or the breach, termination or invalidity thereof.

11.2 Where both Parties to such a dispute wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules, or according to such other alternative dispute settlement mechanism as may then be agreed upon between them.

11.3 Unless settled amicably within sixty (60) days after receipt by one Party to the conflict of the other Party's request for such an amicable settlement, any dispute, controversy, or claim arising out of or relating to the training/programme and these Regulations, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The Parties involved shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

11.4 IACA shall not submit to the jurisdiction of any national courts.

12 TUITION FEE WAIVERS - GENERAL

12.1 Purpose of Tuition Fee Waivers: Tuition fee waivers are a tool for IACA and its funding partners to promote the inclusion of eligible participants, who require support, and who are willing to assume the obligations associated with their tuition fee waiver.

12.2 Scope of Tuition Fee Waiver: Under this type of support, IACA waives the tuition fee for the training/programme.

12.3 General Obligations of Tuition Fee Waiver Holders: Tuition fee waiver holders are expected to support and promote IACA to the best of their capabilities. They shall be prepared to undertake reasonable activities as requested by IACA, such as ambassadorial activities to promote the spirit and culture of IACA, contributing to the IACA alumni network, sharing impact stories, promoting IACA's programmes to prospective students and participants, in particular in their regions, and representing IACA in events. For these

purposes, IACA shall be authorized to stay in touch with these participants after the training/programme is completed.

12.4 Prohibition of Double-Funding: Tuition fee waiver holders warrant that they have not received and will not receive in the future any financial support by a third party pertaining to their participation in the training/programme and covered by IACA's tuition fee waiver. They undertake to immediately report to IACA any such support granted to them and to refund to IACA any such amount received.

13 OBLIGATIONS OF TUITION FEE WAIVER APPLICANTS

13.1 Additional Obligations of Tuition Fee Waiver Holders: In addition to the general obligations of tuition fee waiver holders have to demonstrate with their tuition fee waiver request their willingness to apply their knowledge and skills to be acquired under the tuition fee waiver by implementing activities with an impact on fighting corruption. These activities may comprise among others, policy and institutional reforms, educational activities, implementation of good compliance practices, and/or setting-up Collective Action initiatives. In order to evaluate the impact of tuition fee waivers, tuition fee waiver holders are expected to submit to IACA, on request, within a reasonable time upon completion of the training/programme a report explaining how they are using the acquired knowledge. They are also expected to contribute to an evaluation of the training/programme, including a self-assessment of their knowledge acquired.

13.2 Eligibility: These tuition fee waivers may be granted to applicants, who are nationals from

- a. Least Developed Countries as defined by the United Nations (LDCs)¹; or
- b. States which are Parties to the IACA Agreement which are Lower-Middle- and Upper-Middle-Income Economies, as defined by the World Bank².

13.3 Additional Criteria: These tuition fee waivers will be granted on the basis of availability and a competitive selection process. The selection process will take into account, in particular the merits of a tuition fee waiver applicant in view of tuition fee waiver holders' obligations (13.1).

13.4 Request for a Tuition Fee Waiver: Request for tuition fee waiver has to be submitted to IACA together with the application, including a **detailed motivation letter** (not exceeding 1,000 words), making plausible that the obligations of the tuition fee waiver holder stated in 13.1 will be successfully met. This letter should include, in particular

- a. a description of the career goals;
- b. reasons for the applicant's interest in the training/programme;
- c. an explanation, how the acquired knowledge and skills gained during the training/programme will be implemented by the applicant, stating specific activities

¹A list of LDCs, published by the UN Office of the Representative of the Least Developed Countries (UN-OHRLS), available here: <http://unohrlls.org/about-ldcs/>

² Listed under the World Bank Classification of Countries by Income: <https://datahelpdesk.worldbank.org/knowledgebase/articles/906519-world-bank-country-and-lending-groups>

with an impact on fighting corruption that the applicant would undertake in his/her home country;

d. details (full name, current position, contact details, and reference description) of at least two professional references, which may be contacted by IACA.

IACA may request applicants to submit additional documentation in support of their request for a tuition fee waiver.

14 CANCELLATION/PARTIAL NON-ATTENDANCE BY TUITION FEE WAIVER HOLDERS

14.1 Cancellations shall be communicated to IACA as outlined under Section 8.

14.2 Non-participation or incomplete participation in the training/programme shall be deemed a cancellation by the tuition fee waiver holder.

14.3 Cancellations are serious matters, since the resources assigned to the tuition fee waiver holder can often not be reassigned to another applicant, in need for funding. Therefore, tuition fee waiver holders are expected to participate in the full training/programme.

14.4 Cancellation: In case of cancellation, the tuition fee waiver shall be deemed null and void, and the tuition fee waiver holder shall be liable to pay IACA:

a. such cancellation fees, as foreseen under Section 8 for self-paying participants, unless IACA decides to reassign the tuition fee waiver to another eligible applicant;

b. reimbursement of additional expenses, made by IACA for the tuition fee waiver holder.

14.5 Depending on the given circumstances of cancellation or non-attendance, IACA may also consider a ban in respect of future participation, studies, and tuition fee waivers.

Annex I – Code of Conduct for IACA’s Programmes and Activities