

REGULATIONS FOR THE APPLICATION, ADMISSION, AND PARTICIPATION IN THE 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 International Anti-Corruption Summer Academy is a standardized 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>

1.1 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.

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

1.3 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 **3 June 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 a partial or full scholarship are required to submit additional documents (see 14.7)

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 an invoice and/or a scholarship offer.

5.2 The programme fee consists of the tuition fee, and additional fees for optional arrangements, selected by the applicant. 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 invoice, or the applicant's written scholarship acceptance has been received by IACA, both by the deadline set by IACA, the seat on 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, credit card or cash payments, will not be accepted.

6.2 Payments are deemed settled once accredited to IACA's bank 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, late participation, or incomplete participation. Denied or late visa are not cases of *force majeure* (see 9.3 - "Visa" and 10.8 - "Force Majeure [& other Exceptional Circumstances]").

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 06 August 2020;
- b. 10 % of the programme fee for cancellations received until 14 August 2020;
- c. 20 % of the programme fee for cancellations received until 21 August 2020;

- d. 30 % of the programme fee for cancellations received until 28 August 2020;
- e. 100 % of the programme fee for any cancellation received after 28 August 2020.

IACA will balance cancellation fees with payments received and return any surplus to the participant's bank 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 Arrival: The training/programme starts on **5 September 2020** in accordance with the timetable issued by IACA. Participants are requested to arrive on time. Shuttle services will be provided by IACA only on the routes, dates and times set by IACA.

9.2 Insurance: Participants are strongly advised to make health and travel insurance arrangements for the duration of the training/programme, including travel. IACA does not make any arrangements or cover any costs relating to travel/health/medical issues (for full scholarships see 14.5.b).

9.3 Visa: Visa arrangements are at the sole risk and costs of participants, including scholarship holders. Participants are strongly advised to arrange and plan visa early, and inform themselves about the required timeframe. Participants have to apply for the necessary visa at the diplomatic or consular representation of the country of the location of the training/programme, well in advance of their planned arrival and at their own costs. For trainings/programmes in Austria or another country in the "*Schengen Area*": If this country does not have a diplomatic or consular representation in the country where a visa is being applied for, the visa application may be submitted to the consular authority of another country of the "*Schengen Area*", which will process the visa application on behalf of the country of training/programme".

PLEASE NOTE: The denial or late issue of visas are not cases of *force majeure* and do not exempt a participant from his/her payment obligations *vis-à-vis* IACA.

9.4 Certificates: Upon completion of the training/programme, participants who attended all classes and signed the daily attendance sheets 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. Where IACA makes arrangements for participants under these Regulations, such arrangements are made on the basis of data and circumstances communicated by the concerned participant to IACA. Any costs or adverse consequences caused by changed or unknown circumstances or data of participants, such as the rebooking of flight arrangements due to change of residence or name (e.g., marriage), not communicated to IACA before such arrangements were made by 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 make audio/video recordings during the training/programme. In exceptional cases such recordings may be authorized by IACA.

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 share participants' 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 Limitation of Liability: IACA's liability for damages shall be limited to cases of gross negligence or willful misconduct on its side, and shall not cover consequential damages. IACA does not assume any liability for damages to or the loss or theft of participants' possessions, including in designated hotels.

10.7 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.

10.8 Force Majeure [& other Exceptional Circumstances]: IACA may, at its sole discretion and on a case-by-case basis, evaluate and decide on well-documented cases of *force majeure* (extraordinary events or circumstances beyond either party's control, such as a war, strike, natural disaster or other acts of a similar nature or force), or other exceptional circumstances.

11 DISPUTES

11.1 IACA and the participants shall use their best efforts to settle amicably any dispute, controversy, or claim arising out of or relating to the training/programme and/or these Regulations or the breach, termination or invalidity thereof. Where the both sides 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 both sides.

11.2 Unless settled amicably within sixty (60) days after receipt by either side of the other side's request for such an amicable settlement, any dispute, controversy, or claim arising out of or relating to the training/programme and/or these Regulations, or the breach, termination or invalidity thereof, shall be settled by arbitration, final and binding, in accordance with the UNCITRAL Arbitration Rules as at present in force. The place of arbitration shall be Vienna, and the language to be used in the arbitral proceedings, and for all purposes related to arbitration, shall be English.

11.3 IACA shall not submit to the jurisdiction of national courts.

12 SCHOLARSHIPS - GENERAL

12.1 Purpose of Scholarships: Scholarships 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 scholarship.

12.2 Types of Scholarships: There are

- a. tuition fee waiver scholarships;
- b. partial scholarships; and
- c. full scholarships.

12.3 General Obligations of Scholarship Holders: Scholarship 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 Additional obligations apply to partial and full scholarships (see 14).

12.5 Prohibition of Double-Funding: Scholarship 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 scholarship. They undertake to immediately report to IACA any such support granted to them and to refund to IACA any such amount received.

13 TUITION FEE WAIVER SCHOLARSHIPS

13.1 Eligibility/Selection: Tuition fee waiver scholarships are limited to participants, nominated by States who are Parties to the IACA Agreement¹ under the *"Preferential Treatment Scheme for IACA Parties Contributing to the General Budget of the Organization"*² up to the number of scholarships, available under this scheme.

13.2 Scope of Tuition Fee Waiver Scholarship: Under this scholarship IACA waives the tuition fee only. All other costs and expenses are to be borne by the scholarship holder.

¹ Agreement for the Establishment of the International Anti-Corruption Academy as an International Organization.

² Available here: <https://www.iaca.int/media/attachments/2019/11/15/preferential-treatment-scheme.pdf>

14 PARTIAL & FULL SCHOLARSHIPS

14.1 Additional Obligations of Scholarship Holders: In addition to the general obligations of scholarship holders, holders of partial or full scholarships have to demonstrate with their scholarship request their willingness to apply their knowledge and skills to be acquired under the scholarship 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 scholarships, scholarship 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.

14.2 Eligibility: These scholarships may be granted to applicants, who have never been granted a scholarship by IACA, and are nationals from

- a. Least Developed Countries as defined by the United Nations³ (LDCs); or
- b. States which are Parties to the IACA Agreement which are Lower-Middle- and Upper-Middle-Income Economies, as defined by the World Bank⁴.

14.3 Additional Criteria: These scholarships will be granted on the basis of availability and a competitive selection process. This selection process will take into account, in particular the merits of a scholarship applicant in view of scholarship holders' obligations (14.1).

14.4 Scope of Partial Scholarships: For partial scholarships, IACA

- a. waives tuition fees;
- b. provides accommodation in a budget hotel designated by IACA;
- c. provides shuttle services between the location of training/programme and the designated hotel.

14.5 Scope of Full Scholarships: Full scholarships are covering a partial scholarship plus the following additional arrangements:

- a. round-trip transportation between the scholarship holder's country of residence or other location designated by IACA, and the location of the training/programme, not including airport transfers;
 - travel will be usually arranged between the airport near the scholarship holder's residence or other location designated by IACA, and the location of the training/programme;
 - in general, travel will be booked at the most cost-effective fares and may involve early/late travel times, including overnight-travel, and or the scholarship holder arriving on an earlier date/departing on a later date;

³ A 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/>

⁴ Listed under the World Bank Classification of Countries by Income:

<https://datahelpdesk.worldbank.org/knowledgebase/articles/906519-world-bank-country-and-lending-groups>

- b. standard travel health insurance coverage, arranged by IACA for the duration of the training/programme;
 - this insurance will not cover pre-existing medical conditions;
 - the scholarship holder will have to prepay for health services and reclaim these payments from the insurance provider;
 - apart from contracting insurance coverage for the benefit of the scholarship holder and paying the premium, IACA will neither get involved with health services, nor with the insurance provider, nor make any related arrangements or payments;
- c. a flat-rate allowance of 100 EUR for meals not provided by IACA as well as airport transfers during the period of the training/programme.

14.6 Arrangements/Bookings: Arrangements/Bookings for partial & full scholarships are made exclusively by IACA and at the most cost-effective economy/budget rates, standards, and dates. That may entail earlier/later arrival/departure as well as stopovers during travel. Any costs for additional services, such as utility charges, extra-luggage/weight, telephone or internet, minibar-consumption, are not covered by IACA. Any other arrangements/bookings other than at the most cost-effective economy/budget rates, standards, and dates, including re-bookings/change of itinerary, will only be made by IACA for imminent and unforeseeable reasons and on a written request of the scholarship holder. All costs of such adaptations shall be borne by the scholarship holder.

14.7 Request for a Partial or Full Scholarship: Requests for either of these scholarships have 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 scholarship holder stated in 14.1 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 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 scholarship.

15 CANCELLATION/PARTIAL NON-ATTENDANCE BY SCHOLARSHIP HOLDERS

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

15.2 No-show or withdrawal from the training/programme shall be deemed a cancellation by the scholarship holder.

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

15.4 Tuition Fee Waiver Scholarships: In case of cancellation or partial non-attendance, the nominating State will be informed by IACA.

15.5 Partial and Full Scholarships/Cancellation: In case of cancellation, the scholarship shall be deemed null and void, and the scholarship 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 scholarship to another eligible applicant;
- b. reimbursement of additional expenses, made by IACA for the scholarship holder under the respective scholarship, such as for travel and insurance.

15.6 Partial and Full Scholarships/Partial Non-Attendance: In cases of partial non-attendance, such as late arrival, or early departure, the scholarship holder shall be liable to pay/refund IACA:

- a. 100 Euro for each day of absence;
- b. 10 % of the prepaid flat-rate allowance stated in 14.5.c. for one complete day of non-attendance, 30 % of this allowance for two complete days of non-attendance, and 50 % of this allowance for three and more complete days of non-attendance; in case this allowance has not been paid out by IACA, IACA will reduce it by the stated amounts.

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

15.8 Denied or late visa issues are not cases of *force majeure* or *exceptional circumstances that will be reviewed by IACA* (see 10.8 - "Force Majeure [& other Exceptional Circumstances]" and 9.3 - "Visa").

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