

REGULATIONS FOR THE APPLICATION, ADMISSION, AND PARTICIPATION IN THE PROCUREMENT ANTI-CORRUPTION TRAINING 2018

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:

procurementtraining@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 Procurement Anti-Corruption Training 2018 is a standardized training 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 will run **from 16 July 2018 to 17 August 2018**, with an **on-site week from 30 July 2018 to 03 August 2018**. Its structure and content is described at:

https://www.iaca.int/opentrainings/procurement_training.html

1.2 Target Group: Professionals from all regions of the world, with a minimum of three years' relevant work experience dealing with procurement issues.

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/opentrainings/procurement_training.html

2 REGISTRATION

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

<https://www.iaca.int/restricted>

3 APPLICATION

3.1 Application Requirements: Interested professionals (see 1.2 - “Target Group”) have to apply personally by **31 May 2018** via the online application form at

https://www.iaca.int/opentrainings/procurement_training.html

attaching all required documentation, as specified below:

- a. Curriculum Vitae
- b. Passport Copy
- c. 1 Passport Photo
- d. Non-native English speakers have to provide one of the following documents (test scores not older than 2 years):
 - 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 full time university studies or in a tertiary institution where the language of instruction was English. Proof of professional experience in an English speaking country 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.

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 and not subject to any administrative or judicial review or remedy. Consideration will be given by IACA to criteria, such as the applicants' personal and professional suitability to participate, and a diverse participation in regard to gender, and professional as well as regional background.

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

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

5 OFFER/ACCEPTANCE/FEEES

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 Tuition fees are stated at:

https://www.iaca.int/opentrainings/procurement_training.html

5.3 Once the invoice is settled, 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 Invoices are to be paid in 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 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 which may arise from the participant's use of any banking and/or online service.

6.3 IACA will make payments to the participant in Euro currency, and to the participant's bank account by bank transfer or any other mode of (online) payment used by IACA.

6.4 Except for payments made 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 cases of non-participation, late participation, or incomplete participation. Denied or late visa are not cases of *force majeure* (see 9.3 - "Visa" and 10.10 - "Legal Matters")!

8 CANCELLATIONS

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

procurementtraining@iaca.int

Cancellation fees are:

- a. 100 Euro, for cancellations received until 25 June 2018;
- b. 10 % of the tuition fee, for cancellations received between 25 June 2018 and 02 July 2018 inclusive;
- c. 20 % of the tuition fee for cancellations received between 03 July 2018 and 09 July 2018 inclusive;
- d. 30 % of the tuition fee for cancellations received on or after 10 July 2018.

IACA will balance cancellation fees with payments received and return any surplus to the participant.

8.2 Cancellation by IACA: Save cases of *force majeure* paid tuition fees will be fully refunded.

9 ADMINISTRATIVE MATTERS

9.1 Arrival: The on-site training week starts on **30 July 2018** in accordance with the timetable issued by IACA. Participants are requested to arrive on time. Shuttle services will be provided by IACA only at 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 (scholarship holders see 11.2 - "Scholarships").

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 with the diplomatic or consular representation of the country of training/programme, well in advance of their planned arrival and at their own costs. For trainings/programmes in Austria: In countries where Austria does not have a diplomatic or consular representation, visa applications can be submitted to the consular authority of another State Party to the Schengen Agreement, acting on behalf of Austria in the country concerned.

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 will receive a certificate. In order to obtain the certificate, participants will need to attend all classes, sign the daily attendance sheets and fulfil additional requirements as set by IACA for each specific training.

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 place of residence or name, not communicated to IACA before such arrangements were made, 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 shall be authorized to store, process and use participants' personal data in connection with its trainings/programmes, including the distribution of their contact details amongst fellow participants of the same training/programme, until a participant's written revocation in accordance with applicable laws.

10.4 Personality Rights: IACA may arrange photo/video and/or other recordings during the training/programme and publish them at its discretion. 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 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 Applicable Laws: Participants shall observe all applicable laws and regulations, pertaining to IACA's campus/or another location of training/programme, as well as to the training/programme itself. Furthermore they are subject to local laws during their stay in the training's/programme's location.

10.6 Standards of Conduct: Participants are expected to conduct themselves to a standard suitable for professionals in an international academic environment. Any grave breach of these standards, such as cases of harassment, bullying, but also the abuse of alcohol or drugs, may lead to the disqualification of the participant from the training/programme without refund or repayment to IACA of any scholarship, if applicable. Depending on the cause of disqualification, such participants may be temporarily or indefinitely banned from future participation in IACA's programmes or activities.

10.7 In-Class Conduct: Freedom of speech and expression are indispensable values of an academic dialogue. Statements or representations made by lecturers and participants are not necessarily shared by IACA. During lectures or other in-class activities the *Chatham House-Rule* applies. All sensitive information shared by participants during the training/programme shall be treated with mutual respect and confidentiality.

10.8 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.

10.9 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. Any changes to the training/programme or to these Regulations will be informed to participants.

10.10 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, such as where the health/safety of the participant him/herself and/or other participants would be endangered.

11 SCHOLARSHIPS

11.1 General: Scholarships for the training/programme are offered by IACA for participants from Least Developed Countries (LDCs¹) who have requested such a scholarship with their application and have been selected by IACA on a competitive basis. IACA may request applicants to submit evidence in support of their request for a scholarship.

11.2 What is covered: IACA's scholarship covers

- a. a tuition fee waiver;
- b. travel between the airport near the scholarship holder's residence or other location designated by IACA, and the location of the training/programme;
- c. accommodation, and transfer services, and shuttle services between the location of training/programme and the designated hotel, as detailed under 11.4 - "Booking Arrangements/Standards";
- d. arranging reasonable travel health insurance coverage for the duration of the training/programme; apart from this insurance fee, IACA shall not bear any costs or assume any liabilities in respect of medical requirements of a scholarship holder.

11.3 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.

11.4 Booking Arrangements/Standards: Arrangements/Bookings for travel (round-trip, including luggage, as detailed for the specific travel), transfer, shuttle services, and accommodation (night/breakfast) 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.

11.5 No-Shows/Non-Participation/Incomplete Participation or Late Participation: Due to the commitments of funding by IACA, scholarship holders are to participate in the full training/programme. In cases of no-shows, non-participation, incomplete participation, or late participation, the scholarship holder shall pay to IACA the following fees:

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

- a. 1,000 Euro in cases of non-participation and/or no-shows, and additionally costs incurred by IACA due to the non-participation and/or no-shows;
- b. 100 Euro for each day of absence in cases of incomplete participation.

11.6 Cancellation by Scholarship Holders/Reimbursement of Costs: Cancellations by scholarship holders shall only become effective, if sent personally to IACA in writing to procurementtraining@iaca.int and upon receipt by IACA. Scholarship holders, who cancel their participation in the training/programme, shall reimburse and hold IACA harmless for all costs and liabilities, including for travel and accommodation costs, incurred by IACA until the receipt of the respective cancellation notice.

Denied or late visa issues are not cases of *force majeure* or *exceptional circumstances* that will be reviewed by IACA (see 10.10 - "Legal Matters" and 9.3 - "Visa").