

FEDERAL LAW GAZETTE

FOR THE REPUBLIC OF AUSTRIA

For the Year 2006**Published on July 10, 2006****Part I**

107th Agreement pursuant to Article 15a of the Federal Constitutional Act (B-VG) by and between the Federal Government and the Province of Lower Austria Establishment and Operation of the Institute of Science and Technology - Austria with its appendix

(NO.: GP XXII RV 1344 AB 1359 P. 142. BR: AB 7533 P. 734.)

107th

The National Council has passed the following:

The making of the present agreement pursuant to Article 15a of the Federal Constitutional Act (B-VG) with its appendix is approved.

Agreement pursuant to Article 15a of the Federal Constitutional Act (B-VG) by and between the Federal Government and the Province of Lower Austria Establishment and Operation of the Institute of Science and Technology - Austria with its appendix

The Austrian Federation, represented by the Federal Government, and the Province of Lower Austria, represented by the Prime Minister, have agreed to make the following agreement pursuant to Article 15a of the Federal Constitutional Act (B-VG).

Article I

Subject Matter of the Agreement

The subject matter of the agreement is the establishment and operation of the Institute of Science and Technology – Austria in Klosterneuburg on the properties listed in Appendix 1 with a total area of 178,971 m², including the buildings existing thereon at the time of the making of this agreement.

Article II

Obligations of the Austrian Federation

1. The Austrian Federation agrees to permanently establish the Institute of Science and Technology – Austria by federal law as a legal entity governed by public law with its own legal personality, and to maintain it together with the Province of Lower Austria.
The Institute of Science and Technology – Austria will carry out world-class research. It is appointed to extend and develop new fields of research. Teaching activities will provide high-quality post-graduate training in the form of Ph.D. and post-doctoral programs.
2. The Federal Government will fulfill its maintenance obligations in that it will pay the following amounts towards the expenses incurred to carry out the tasks of the Institute of Science and Technology – Austria:
 - (1) Through the conclusion of the fifth year of operations, annual general funding in the amount of €15 million
 - (2) Starting in the sixth year of operations through the conclusion of the ninth year of operations, annual general funding in the amount of €20 million
 - (3) In the tenth year of operations, annual general funding in the amount of €40 million
 - (4) In addition, the Federal Government will supplement the funds acquired by the Institute of Science and Technology – Austria from secondary sources to a maximum of the amount

acquired annually; the total of these supplementary amounts for ten years is limited to €95 million.

3. Notwithstanding its permanent establishment, a comprehensive assessment of the Institute of Science and Technology - Austria shall be carried out in the eighth year of its existence, which shall serve as a basis for a decision on the further development and financing of the Institute of Science and Technology – Austria.
4. The Federal Government is authorized to commission third parties with the performance of its obligations arising from this agreement, and shall notify the Province thereof.

Article III

Obligations and Authorizations of the Province of Lower Austria

1. The Province will fulfill its maintenance obligations by doing the following:
 - (1) Making investments in buildings and infrastructure with a total amount of €80 million
 - (2) Providing the Institute of Science and Technology – Austria with sufficient funds for the use and operation of the property listed in Article I
 - (3) Starting from the commencement of ongoing operations, assuming such operations for the Institute of Science and Technology – Austria with regard to building(s) and infrastructure as well as facility management with an expense of €3 million annually for a period of ten years
2. The Province will enter into negotiations with the property owners in order to expand the grounds as necessary for spin-offs.
3. The Province shall create a direct public transportation line from the Institute of Science and Technology – Austria with a connection to the center of Vienna starting upon commencement of ongoing operation of the Institute of Science and Technology – Austria, with a value of €1.5 million.
4. Subject to the requirement that ongoing operations of the Institute of Science and Technology – Austria shall continue, the Province shall transfer the real property listed in Article I to the ownership of the Institute of Science and Technology - Austria after 25 years.
5. The Province is authorized to commission third parties with the performance of its obligations arising from this agreement, and shall notify the Federal Government thereof.

Article IV

Conveyance of Property

1. If ongoing operations cease, the areas listed in Article I shall be vacated immediately and handed over to the Province.
2. If ongoing operations cease prior to the end of 25 years, the Federal Government shall reimburse the Province for that portion of the overall costs incurred to the Province pursuant to Article III, Para. 1, Line 1 herein corresponding to the difference between 25 years and the actual duration of operations.

Article V

Effective Date

Subject to the requirement that the Institute of Science and Technology – Austria is created by federal law, this agreement shall become effective 30 days after the end of the day on which:

1. The requirements prescribed by the 1979 Provincial Constitution of Lower Austria for becoming effective have been satisfied and notification thereof from the Province has been received by the Office of the Federal Chancellor, and
2. The requirements prescribed by the Federal Constitution for becoming effective have been satisfied.

Article VI

Applicability Period

This agreement is made for an unspecified term and cannot be terminated until 10 years have elapsed since its effective date, with a notice period of one year.

Article VII
Deposition

This agreement shall be executed in two originals. One original shall be deposited at each of the Federal Ministry for Education, Science and Culture and the offices of the Lower Austrian Provincial Government.

For the Federal Government:

Schüssel Gorbach Grasser Gehrler

For the Province of Lower Austria:

Pröll

This agreement shall become effective on July 7, 2006, pursuant to its Article V.

Schüssel