

**AGREEMENT BETWEEN THE FEDERAL MINISTER FOR EUROPEAN AND
INTERNATIONAL AFFAIRS OF THE REPUBLIC OF AUSTRIA AND THE
MINISTER OF FOREIGN AFFAIRS OF THE REPUBLIC OF HUNGARY ON THE
REPRESENTATION OF THE REPUBLIC OF AUSTRIA IN PROCESSING VISAS
BY THE EMBASSY OF THE REPUBLIC OF HUNGARY IN CHISINAU**

The Federal Minister for European and International Affairs of the Republic of Austria (hereinafter referred to as the Austrian Party) and the Minister of Foreign Affairs of the Republic of Hungary (hereinafter referred to as the Hungarian Party),

recalling the trustful cooperation between the Austrian and Hungarian consular services;

with reference to the Agreement between the Republic of Austria and the Republic of Hungary on the mutual representation by their diplomatic and consular missions in processing visas of 6 March 2007;

considering Articles 3 and 4 of the Agreement between the Federal Minister of Foreign Affairs of the Republic of Austria and Minister of Foreign Affairs of the Republic of Hungary on the cooperation at foreign representations of 20 December 2005;

acknowledging the fact that simplification of visa application is the common interest of both countries;

in view of community achievements and drafts concerning cooperation in the field of visa issuance;

considering the fact the Hungary will be a full member of the Schengen agreement;

have agreed as follows.

Article 1

Organizational framework of the activity

In this Agreement and in communication with third parties the designation of the unit established by the Hungarian Party within the official organization of the Embassy of the Republic of Hungary in Chisinau (hereinafter referred to as the Hungarian Embassy) to perform the activities detailed in the present Agreement is: Common Application Centre (hereinafter referred to as the Centre).

Article 2

The main activities of the Centre

1. The main activity of the Centre is the management of applications for “A”, “B” and “C” visas. The Hungarian Party shall provide information on visa applications, arrange appointments for the Austrian consular officer, receive and forward applications and supporting documents to the Austrian Embassy in Bucharest (hereinafter: the Austrian Embassy), record data and collect administrative fees, forward travel documents sent back by the Austrian Embassy to the applicants.
2. The Austrian consular officer may – during his or her presence at the Centre – receive applications for “D” visas, “D+C” visas, passports and residence permits, and perform tasks relating to consular protection or notaries acts. The Austrian consular officer shall conduct the interviews and consult the applicants or the nationals of the Republic of Austria during consular hours.

Article 3

Management of the Centre

1. The Centre is managed by a diplomat of the Hungarian Embassy (hereinafter referred to as the Hungarian consul) appointed to this task.
2. The Austrian Party takes part in the activities of the Centre through the Austrian consular officer appointed to this task. The Austrian consular officer shall be under the supervision of his or her superior authorities and shall observe the instructions of the head of the Hungarian Embassy in issues related to the security of the Embassy.
3. The Austrian Party shall notify the Ministry of Foreign Affairs of the Republic of Moldova of the appointment of the Austrian consular officer in accordance with

Article 10 of the Vienna Convention on Diplomatic Relations of 1961. The notification may also refer to the tasks defined in Article 2.

4. The Hungarian consul and the Austrian consular officer shall be in continuous and close contact with each other for the purpose of facilitating the activities of the Centre as stated in the present Agreement. In case of disputes that can not be solved directly, they shall seek the advice of their respective ministries without delay.
5. The Austrian and Hungarian Embassies shall maintain separate mailboxes in order to make correspondence related to the work of the Centre transparent.
6. The Austrian consular officer shall be responsible for the observance of the present Agreement and the relevant regulations on the Austrian visa applications, and shall assist the Hungarian consul in performing his or her duties with regard to the operation of the Centre. The staff of the Centre may only be instructed through the Hungarian consul.

Article 4

The staff of the Centre

1. For the purpose of operating the Centre the Hungarian Party may employ visa administrators who are nationals of the receiving State or have residence in the receiving State after a security screening conducted by the respective Hungarian authorities.
2. The Hungarian consul shall be responsible for the direction and supervision of the staff of the Centre.

Article 5

Use of premises and services provided by the Hungarian Embassy

1. The Hungarian Embassy shall provide the following premises for the operation of the Centre:
 - a. waiting room for applicants;
 - b. room of the visa administrators;
 - c. consular office;
 - d. storage room.

2. The Hungarian Embassy shall provide to the Austrian consular officer the average equipment level of the foreign missions of the Schengen States (office furniture, telephone, fax, Internet access, photo copier, PC, scanner, equipment for document examination, etc). The Austrian consular officer shall use the premises and the equipment exclusively for the performance of his or her official duties.
3. The Austrian consular officer may use the conference room of the Hungarian Embassy to receive guests or hold small-scale gatherings with the approval of the head of the Hungarian Embassy. The reception of guests or the holding of gatherings shall take place during office hours as far as possible.
4. During his or her stay on the premises of the Hungarian Embassy the Austrian consular officer shall observe the rules and regulations of the Hungarian Embassy.
5. Overhead costs arising from the use of premises and equipment defined in paragraph 1-3 shall be borne by the Hungarian Embassy. The Austrian Party shall make a contribution to the costs of the Centre in the amount of 50 % of the visa fees collected for Austrian visa applications. The Austrian Embassy shall transfer this contribution to a bank account designated by the Hungarian Embassy within 14 days after the receipt of the visa fees as specified in Article 6.1.
6. International phone calls shall be refunded against receipt.

Article 6

Specific rules concerning visa applications managed by the Centre

1. Applicants pay the visa fee determined by the Republic of Austria to a bank account designated by the Hungarian Embassy. The Hungarian Embassy shall transfer the collected fees to a bank account designated by the Austrian Embassy at least every 90 days. Details on the transfer conditions shall be agreed upon via diplomatic channels.
2. Visa applications shall be referred to direct application at the Austrian Embassy in Bucharest if the applicant is not exempted from the payment of the visa fee and has not provided a proof of payment with the application. Before this the applicant shall be requested to provide a proof of payment.
3. Detailed rules concerning the receipt and forwarding of applications by the Centre, return of travel documents and communication of visa refusal shall be handed over by the Austrian consular officer to the Hungarian consul via diplomatic channels.

4. In case of lack of supporting documents the applicant shall be requested in writing, using a form („Form for the request of additional subsidiary information“) – attached in copy to the application – to provide the missing documents within two weeks and shall be notified that the non-performance may result in the refusal of the application. After the expiration of the deadline the application shall be forwarded to the Austrian Embassy with a copy of this form.
5. Visa applications and enclosed supporting documents shall be forwarded by the Centre to the Austrian Embassy through express postal service designated by the Austrian Party. Frequency of transmission of the applications shall be determined by the Austrian Party considering the number of applications. Cost of transportation of applications and passports shall be paid by the sending Party directly to the express postal service.
6. The Hungarian consul shall be responsible for ensuring that the visa administrators are aware of the rules mentioned in paragraph 3 of this Article. To this end, the Hungarian consul may initiate the organization of joint trainings with the Austrian consular officer.

Article 7

Electronic registration of data

1. The Centre shall electronically register the
 - a. personal data of the applicant, including his or her photo and fingerprints upon request of the Austrian Party;
 - b. contact details of the applicant;
 - c. data of the travel document of the applicant;
 - d. data of the visa applied for;
 - e. the amount of visa fee;
 - f. procedural data of the application.
2. The personal data registered shall be inaccessible for the Centre from the moment when the data registration is completed.
3. Data listed in subparagraphs 1 (a) – (e) of this Article shall be forwarded by the Centre to the Austrian Embassy as specified later through diplomatic channels.
4. Five days after the return of the travel document to the applicant all data shall be automatically deleted.

5. Notwithstanding paragraph 4 the following data, necessary for statistical and accountancy purposes, shall be retained for two years following the date of registration:
 - a. registration number;
 - b. type of visa applied for;
 - c. the country of destination;
 - d. the amount of visa fee;
 - e. the date of receipt of the application;
 - f. the date of return of the travel document to the applicant.
6. Data referred to in paragraph 5 subparagraph a) shall not be transferred to the Austrian party.

Article 8 Data Protection

The Parties have the following obligations, when processing data on the basis of this Agreement:

1. to collect and process data only for the purposes laid down in this Agreement and in accordance with the instructions of the represented party;
2. to ensure the accuracy and current relevance of personal data and to ensure that the data is effectively protected against accidental or unauthorised destruction, accidental loss, unauthorised access, unauthorised or accidental alteration and unauthorised disclosure;
3. to ensure that, upon request of the applicant, inaccurate data is corrected and unlawfully processed data deleted;
4. to entrust only staff with the tasks specified in this Agreement, who have committed themselves to confidentiality or are under a statutory obligation of confidentiality;
5. to obtain the explicit consent of the applicant in written form prior to the processing of an application to the exchange of his or her personal data between the Parties.

Article 9

Participation of other European Union Member States and other states applying the Schengen
Acquis in the activities of the Centre

1. Participation in the activities of the Centre is open for Member States of the European Union and other states applying the Schengen Acquis.
2. The Hungarian Party shall notify the Austrian Party if a European Union Member State or another state applying the Schengen Acquis expresses its intention to join the Centre.

Article 10

Final Provisions

1. This Agreement is concluded for an unlimited period and enters into force on the day of its signature.
2. This Agreement shall be terminated upon termination of the Agreement between the Republic of Austria and the Republic of Hungary on the mutual representation by their diplomatic and consular missions in processing visas or may be terminated by either Party at any time in writing, communicated through diplomatic channels. In case of termination by either Party, the Agreement remains in force for thirty (30) days following the receipt of the notice of termination by the other Party. Termination does not effect the operation of the Centre in relation to other European Union Member States and other states applying the Schengen Acquis involved in the activities of the Centre.
3. Issues related to the interpretation or the implementation of this Agreement shall be resolved by the Parties through negotiations.
4. The Parties shall, if necessary, render an account with each other in case of termination of this Agreement.

Done in Budapest on the 20th of September 2007 in two copies in the English language.

For the Federal Minister for European and
International Affairs of the Republic of

Austria:

Dr. Johannes Kyrle m.p.

For the Minister of Foreign Affairs
of the Republic of Hungary:

Dr. Márta Feksz Horváth m.p.

