

**Agreement
between
the Austrian Federal Government
and
the Government of Mongolia
on the readmission of persons residing without authorisation
(Readmission Agreement)**

The Austrian Federal Government and the Government of Mongolia – hereinafter referred to as “Contracting Parties” –

BASED on the friendly relations between the two States and their peoples;

DESIRING to strengthen their cooperation to combat illegal migration effectively;

WITH THE INTENTION, to establish, on the basis of this Agreement and the basis of reciprocity, rapid and efficient procedures for the identification and return of persons who do not or no longer fulfil the applicable conditions for entry into or residence in Mongolia or the Republic of Austria;

CONSIDERING the fact that the return of persons takes place in accordance with the principle of case-by-case examination and in an orderly manner;

REFERRING to Article 31 and Article 58 of the Framework Agreement on Partnership and Co-operation between the European Union and its Member States, of the one part, and Mongolia of the other part, and taking into account the principles and provisions of the Convention on International Civil Aviation of 7 December 1944 and the United Nations Convention against Transnational Organized Crime and its supplementary Protocols of 12 December 2000, in particular the Protocol to Prevent, Suppress and Punish Trafficking in Persons, especially Women and Children, and the Protocol against the Smuggling of Migrants by Land, Sea and Air –

Have agreed as follows:

**Article 1
Definitions**

For the purpose of this Agreement:

- (1) “National” shall mean any person who holds the nationality of one of the Contracting Parties.
- (2) “Person of illegal stay” shall mean any person who, in accordance with the relevant procedures established under national law, does not or no longer fulfil the conditions in force for entry into, or residence in the territory of one of the Contracting Parties.

- (3) "Requesting Contracting Party" shall mean the Contracting Party submitting a readmission application or a request for notification of transfer of a person according to this Agreement.
- (4) "Requested Contracting Party" shall mean the Contracting Party to which a readmission application or request for notification of transfer of a person according to this Agreement is submitted.
- (5) "Readmission" shall mean the transfer by the requesting Contracting Party and admission by the requested Contracting Party of persons who do not or no longer fulfil the conditions in force to enter or legally stay in the territory of the requesting Contracting Party, in accordance with the provisions of this Agreement.
- (6) "Residence Permit" shall mean a valid permit issued by the competent authority of a Contracting Party permitting a person to enter and reside in the territory of the respective Contracting Party. This term shall not include temporary permissions to remain in the territory in connection with the processing of an asylum application, an application for a residence permit or a visa pursuant to paragraph 7 of this Article.
- (7) "Visa" shall mean an authorisation or a decision taken by one of the Contracting Parties that is required for entry into, short stay on or transit through its territory. This term shall not include airport transit visa.

Article 2

Readmission of own nationals

- (1) The Requested Contracting Party shall readmit, upon application by the Requesting Contracting Party and without further formalities other than those provided for in this Agreement, all persons of illegal stay on the territory of the Requesting Contracting Party, provided that it is proven that they are nationals of the Requested Contracting Party. Proof of nationality may be furnished through any of the documents listed in Annex 2 without any further formalities.
- (2) Proof of nationality may also be furnished through any of the documents listed in Annex 3 without any further formalities unless the other Contracting Party can prove the contrary.
- (3) The Requested Contracting Party shall also readmit
- minor unmarried children up to the age of eighteen (18) years of the persons mentioned in paragraph 1, regardless of their place of birth or their nationality, unless they have an independent right of residence in the territory of the Requesting Contracting Party;
 - spouses of the persons mentioned in paragraph 1, holding another nationality, provided they have the right to enter and reside in or receive the right to enter and reside in the territory of the Requested Contracting Party, unless they have an independent right of residence in the territory of the Requesting Contracting Party.

- (4) The Requested Contracting Party shall also readmit persons who do not, or no longer, fulfill the applicable conditions to enter into or legally stay on the territory of the Requesting Contracting Party and whose citizenship has been withdrawn by the Requested Contracting Party or who have renounced the citizenship of the Requested Contracting Party in accordance with the national legislation of the latter since entering the territory of the Requesting Contracting Party, unless such persons have at least been promised naturalization by the Requesting Contracting Party.
- (5) If consent to a request is granted, the Requested Contracting Party shall - irrespective of the will of the person to be readmitted - issue as soon as possible, but no later than within ten (10) working days as of the consent, a travel document required for the return, which shall be valid for at least six (6) months. If, for legal or factual reasons, the Requesting Contracting Party cannot transfer the respective person within the time of validity of the travel document, the Requested Contracting Party shall issue a new travel document with the same period of validity as the earlier document; the document shall be issued as soon as possible but not later than within ten (10) working days after expiry of the validity period of the earlier travel document.
- (6) In case none of the documents listed in Annexes 2 or 3 can be presented, the readmission request shall include a request to the respective diplomatic or consular representation of the Requested Contracting Party for an interview of the person to be readmitted to establish the person's nationality. The interview shall be carried out no later than within ten (10) working days of the date of receipt of the request and upon mutual consent may be conducted by using audio and video systems. Following a positive identification, a travel document / emergency travel document shall be issued within another ten (10) working days. Compliance with the deadlines for replying to the readmission application provided for in Article 4 of this Agreement shall be ensured.

Article 3 Readmission Application

- (1) Any transfer of a person to be readmitted on the basis of Article 2 shall require the submission of a written readmission application to the competent authority of the Requested Contracting Party.
- (2) A readmission application shall contain the following information:
- The particulars of the person to be readmitted (given name, surname, date of birth, and, where possible, the paternal name, place of birth and last place of residence);
 - Copies of documents that provide proof or prima facie evidence of nationality (Annexes 2 and 3);
 - Photograph of the person to be readmitted;
 - Fingerprints of the person to be readmitted;
- (3) If applicable, the readmission application shall contain the following information:

- Indication of any special need for help, care or assistance of the person to be readmitted, subject to their consent and only insofar as this data is necessary for the purpose of providing health care for the person concerned;
 - Any other indication of protection or security measures required in the individual case during transfer.
- (4) A common form to be used for readmission applications that may be submitted by any means of communication including electronically, such as via secured e-mail or in exceptional cases via fax, is attached as Annex 4.
- (5) If the person to be readmitted is in possession of a valid travel document, no readmission application shall be needed.

Article 4 Readmission Procedure

- (1) A readmission request, which can be transmitted electronically, shall be replied to in writing as soon as possible, and no later than within thirty (30) working days. The reference period shall commence on the date of receipt (notified by an electronic transmission confirmation) of the readmission application by the competent authority of the Requested Contracting Party. If there are legal or factual obstacles to a timely response to the readmission application, the deadline shall be extended at the request of the Requested Contracting Party pending the time necessary to overcome these obstacles, but not exceeding a duration of sixty (60) working days. If there is no reply to this request by the end of these time limits, the readmission request shall be deemed to have been agreed to. If the readmission request is denied, the reasons must be stated in writing.
- (2) The competent authority of the Requesting Contracting Party shall notify the competent authority of the Requested Contracting Party, on the basis of consent to a readmission request and after the travel documents have been issued, in writing about the transfer date, border crossing point, possible escorts and other information relevant to the transfer in advance.
- (3) Transfer of the person shall be carried out as soon as possible but no later than within one hundred and eighty (180) working days of receipt of consent. At the request of the Requesting Contracting Party, this period may be extended by the time necessary to overcome legal or factual obstacles.

Article 5 Transfer Modalities and Modes of Transportation

- (1) The return shall as a rule take place by air but also may take place by land transfer. Return by air shall not be restricted to the use of the airlines of the Contracting Parties or of the security personnel of the Requesting Contracting Party and may be effected

by both scheduled and charter flights. Both direct flights and stopovers of other flights are permitted.

- (2) Escorts of either Contracting Party must not undertake any act of sovereign power within the territory of the other Contracting Party.

Article 6

Readmission in Error

- (1) The Requesting Contracting Party shall take back upon reasoned request the readmitted person if it is established by the Requested Contracting Party, within a period of thirty (30) working days after the readmission, that the requirements of Article 2 of this Agreement were not met. The request shall contain all available information regarding the actual identity and nationality of the person to be returned.
- (2) In such cases, the procedural provisions of Article 4 of this Agreement shall apply *mutatis mutandis* and all available information relating to the actual identity and nationality of the person to be taken back shall be provided.

Article 7

Costs

All transport costs incurred in connection with a readmission pursuant to this Agreement, until the border of the territory of the Requested Contracting Party is reached, shall be borne by the Requesting Contracting Party. This also applies to costs incurred in connection with a readmission according to Article 6 paragraph 1.

Article 8

Data Protection

- (1) To the extent necessary for the readmission of the person concerned to one of the Contracting Parties by the competent authorities and on a case-by-case basis, the Contracting Parties may mutually exchange personal data. The mutual transfer of personal data between the Contracting Parties as well as the further processing of such data shall take place in accordance with the respective national legislation as well as the conditions imposed by the Contracting Party transmitting the data and shall be governed by the following principles, which apply equally to automated and non-automated data processing:
 - (a) Personal data shall be processed lawfully, in good faith and in a manner that is transparent for the person concerned. They shall be processed only for the specified, explicit and legitimate purposes of this Agreement. There must be a reasonable relationship between the nature of the data requested and the purpose, for which they are requested and the data shall be limited to the extent necessary for achieving the

purpose of its processing. In any case, only the following personal data may be transmitted:

- the particulars of the person concerned (given name, surname, where applicable former name, epithets or nicknames, synonyms or alias names, date and place of birth, sex, current and former nationalities);
 - information regarding the identity card, passport, driver's license (number, period of validity, date of issue, issuing authority, place of issue), or other documents listed in Annexes 2 - 4.
 - the whereabouts and the itineraries, insofar as these are necessary to establish the existence of the conditions for readmission pursuant to this Agreement;
 - in cases where the person concerned cannot be identified through any of the above-mentioned means, other information necessary for the identification of the person to be readmitted or for the examination of the conditions of readmission pursuant to this Agreement.
- (b) The personal data transmitted shall be processed only for the purposes for which they were transmitted unless the transmitting Contracting Party has explicitly authorized the processing of the data for another purpose.
- (c) Personal data must be accurate and, where necessary, kept up to date; all reasonable measures shall be taken to ensure the rectification, erasure or blocking of personal data. Personal data shall be kept in such a way that the person concerned can only be identified for as long as the purpose of the processing requires it.
- (2) Personal data shall be processed and stored in such a way that ensures adequate security of the personal data, including protection against unauthorized or unlawful processing and accidental loss, accidental destruction or accidental damage, through appropriate technical and organizational measures.
- (3) The Contracting Parties are obligated to document every transmission or receipt of data. This documentation includes the purpose, content and point in time of the transmission or receipt, as well as the transmitting and receiving authority. The same applies to the destruction of data. The documentation shall be protected through suitable precautions against inappropriate use and other forms of misuse and kept for three (3) years. After this period, it shall be destroyed immediately. The documentation may only be used to verify that the relevant data protection legislation has been complied with.
- (4) Any person concerned has the right, upon proof of identity and upon request, to be informed, in a generally understandable manner, without undue delay and free of charge by the competent authority responsible for the processing, of the personal data transmitted or processed under this Agreement, its origin, any recipients or categories of recipients, the intended use and the legal basis. Furthermore, every person concerned has the right to correction of inaccurate and deletion of unlawfully processed data.

The Contracting Parties shall also ensure, that the person concerned, in the event of a breach of their rights to data protection, has the possibility to submit an effective complaint to an independent and impartial court established by law within the meaning of Article 6 paragraph 1 of the Convention for the Protection of Human Rights and Fundamental

Freedoms (European Convention of Human Rights) as well as to an independent inspection body within the meaning of Article 1 of the Additional Protocol of 8 November 2001 to the Council of Europe Convention for the Protection of Individuals with regard to Automatic Processing of Personal Data of 28 January 1981, and that the person is given the opportunity to claim effective redress and, if necessary, compensation. The details of the procedure for enforcing these rights shall be governed by the national legislation of the Contracting Party in which they are asserted. In the event of a request for assertion of such rights, the Contracting Party in possession of the data shall give the transmitting Contracting Party the opportunity to comment before deciding on the request.

- (5) Further transmission of personal data transmitted in accordance with this Agreement to other bodies shall only be carried out with the prior written consent of the transmitting Contracting Party. Consent shall only be given if and as far as the national law of the transmitting Contracting Party allows it. The personal data received is confidential.
- (6) Transmitted personal data shall be erased as soon as they no longer serve the purpose of the transmission or the reason for the transmission ceased. The transmitting Contracting Party shall be notified about the deletion of the personal data.
- (7) Upon request, the receiving Contracting Party shall notify the transmitting Contracting Party of the processing of the data transmitted and of the results obtained.

Article 9 Languages

Communication between the Contracting Parties regarding the implementation of the Readmission Agreement shall take place in the English language.

Article 10 Annexes

- (1) Details of the implementation of this Agreement shall be stipulated in Annex I to this Agreement.
- (2) The Annexes 1-4 form an integral part to this Agreement.

Article 11 Relation to other International Agreements

This Agreement shall be without prejudice to rights and obligations arising from other international agreements and membership in supranational and international organizations.

Article 12
Dispute Settlement

The Contracting Parties undertake to solve all issues that may arise during the implementation of this Agreement by mutual consent through direct consultations. Each Contracting Party may, if necessary, invite the other Contracting Party to discussions on questions relating to the implementation of this Agreement.

Article 13
Entry into Force, Duration and Termination

- (1) This Agreement shall enter into force on the first day of the second month following the date on which the second Contracting Party has notified the other Contracting Party that the necessary approval procedures according to its national laws have been completed.
- (2) This Agreement shall be concluded for an indefinite period of time.
- (3) Each Contracting Party may, in writing through diplomatic channels, completely or partly, temporarily suspend the implementation of this Agreement for reasons of public security, public order or public health. The suspension shall take effect on the second day following the date of the receipt of such a notification.
- (4) This agreement may be amended by mutual consent of the Contracting Parties. Amendments shall be done in the form of separate protocols, which shall form an integral part of this Agreement, and enter into force in accordance with the procedure specified in Paragraph 1.
- (5) Each Contracting Party may terminate this Agreement in writing through diplomatic channels. This Agreement shall cease to be in force six (6) months after the date of the receipt of such notification.

Done at on in duplicate, in the Mongolian, German and English languages, each being equally authentic. In case of any differences in interpretation, the English version shall prevail.

**FOR THE AUSTRIAN FEDERAL
GOVERNMENT**

**FOR THE GOVERNMENT OF
MONGOLIA**

ANNEX 1: Technical Provisions for the Implementation

Article I

Designation of competent authorities

(1) The competent authorities for the implementation of this Agreement on the Austrian side are:

(a) For the submission of a readmission application:

Federal Office for Immigration and Asylum (BFA) of the Federal Ministry of the Interior

(b) For the acceptance of readmission applications:

The Federal Ministry of the Interior

(2) The competent authorities for the implementation of this Agreement on the Mongolian side are:

a) For the submission and acceptance of a readmission application:

Immigration Agency of Mongolia

(3) A readmission request pursuant to Article 3 of this Agreement shall be sent electronically or in exceptional cases by fax. A confirmation of transmission shall be deemed proof of receipt, thus triggering the time limit referred to in Article 4 of this Agreement.

(4) The Contracting Parties shall exchange without delay the contact details and any changes thereof with respect to the authorities and competent bodies mentioned in this Article through diplomatic channels.

Article II

order Crossing Points

(1) Readmission by air can take place at the following border crossing points:

- on Austrian territory:

Vienna International Airport

Vienna-Schwechat

City Police Squad Schwechat

Border police station

- on Mongolian territory:

Buyant-Ukhaa International Airport

Ulaanbaatar, Mongolia

(2) In individual cases, locations other than the border crossing points mentioned in paragraph 1 may be used for the return of persons upon prior consultation of the Contracting Parties.

(3) The Contracting Parties shall exchange the contact details of the competent authorities mentioned in Article I, the border crossing points mentioned in paragraph 1 and 2 of this Article as well as any changes thereof, through diplomatic channels.

Article III

Transfer Modalities and Modes of Transportation

(1) Upon approval of the readmission by the Requested Contracting Party, or after expiry of the time limit pursuant to Article 4 paragraph 1 of this Agreement without a response, the Requesting Contracting Party shall, pursuant to Article 4 paragraph 2 of this Agreement, send a written notification to the requested Contracting Party, containing the following information:

- mode of transfer (by air or land)
- date of transfer
- time of transfer
- point of entry (border crossing point) and
- whether the transfer shall be escorted and in case of an escorted transfer, if applicable, security measures to be taken at the place of destination.

(2) The notification shall be made by submitting the transfer form attached as Annex 2 to the competent authority of the requested Contracting Party no later than seventy-two (72) hours in advance via email or in exceptional cases by fax.

(3) In case the transfer date has to be postponed by the requesting Contract Party due to legal or practical obstacles, the requesting Contracting Party shall, without delay, inform the Requested Contracting Party, without delay. The requesting Contracting Party shall set a new date for the readmission as soon as possible and submit a new transfer notification in accordance with paragraph 1 of this Article.

(4) The provisions of this Article shall apply mutatis mutandis to Article 3 paragraph 5 of this Agreement.

Article IV

Modalities of Escorted Readmission

(1) If the readmission is accompanied by personnel provided by the requesting Party (hereinafter: Escorts), the competent authority of the requesting Contracting Party shall provide the following information on the Escorts: First name and surname; rank of the Escorts, if applicable; type, number, date of issue and period of validity of the passports; flight number; date and time of arrival and departure.

The Escorts shall be able at any time during the escorted readmission, to prove their identity and authority, as well as the nature of their task in connection with the readmission operation. The authorities of the Escorts of the requesting Contracting Party shall be limited to self-defence and defence of others. Escorted return of the person to be readmitted shall be conducted unarmed and in civilian clothing. Escorts of either Contracting Party must not undertake any act of sovereign power within the territory of the other Contracting Party.

(3) The Escorts must comply with the legal framework of the requested Contracting Party.

(4) Upon mutual consent, the competent authorities of the requested Contracting Party shall support readmissions within the territory of the requested Contracting Party, in particular by monitoring the person concerned and by providing suitable facilities for this purpose.

Article V

Procedures for conducting interviews

(1) The interview facilitating the identification shall, in principle, take place as soon as possible on the premises of the competent authorities of the requested Contracting Party, but upon consultation may also be conducted in another suitable place or using video and audio technology.

(2) If the readmission application is rejected due to insufficient identification of the person to be readmitted and if there are reasons to believe that the nationality can be established by means of an additional interview, such additional interview shall be carried out as soon as possible on the basis of a proposal by one of the competent authorities of the Contracting Parties.

Article VI

Costs

(1) If a Contracting Party has incurred costs, it is not obligated to bear pursuant to Article 6 of the Readmission Agreement, the Contracting Party obliged to pay shall refund these costs by bank transfer within 30 (thirty) working days from receiving the invoice.

(2) In case of a Readmission in Error pursuant to Article 6 of this Agreement, the requesting Contracting Party shall bear the costs of the return of the person to be readmitted.

ANNEX 2: Common list of documents considered proof of nationality pursuant to Article 2 paragraph 1:

- Passports of any kind (national passports, diplomatic passports, service passports and surrogate/emergency passports including children's passports);
- Laissez-Passer issued by the requested Contracting Party;
- Identity cards (including temporary and provisional identity cards);
- Military identity cards;
- Seaman's books and skipper's service cards;
- Certificate of nationality and other official documents that clearly indicate nationality.

These documents are considered proof of nationality, provided that the validity of the documents has not expired by more than six (6) months.

ANNEX 3: Common list of documents, considered as prima facie evidence of nationality pursuant to Article 2 paragraph 2:

- Documents listed in Annex 2, the validity of which has expired by more than six (6) months;
- Confirmation of identity as a result of a search of the Visa Information System;¹
- Photocopies of any of the documents listed in Annex 2 of this Agreement;
- Draft card;
- Driver's license;
- Birth certificate;
- Any other document or certificate which may help to establish the nationality of the person concerned;
- Photocopies of the abovementioned documents;
- Statements by the person concerned;
- The language spoken by the person concerned;
- Credible statements by witnesses; the outcome of the interview of the person concerned by the competent authorities of the Requested Contracting Party,

¹ Regulation (EC) No 767/2008 concerning the Visa Information System (VIS) and the exchange of data between the Member States on short-stay visas (VIS-Regulation), OJ L 218 of 13.8.2008, p. 60, last amended by Regulation (EC) No 2226/2017, OJ L 327 of 9.12.2017, p. 20.

Annex 4: Common form for readmission applications according to Article 3 of the Agreement

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.....
.....

(Designation of the requesting authority)

.....

(Place and date)

Reference:

To

.....
.....
.....
.....

.....
(Designation of the requested authority)

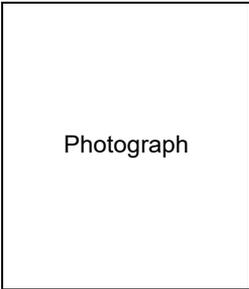
- o **INTERVIEW REQUEST (Article 2 paragraph 6)**

READMISSION APPLICATION

pursuant to Article 3 of the Agreement between the Austrian Federal Government
and the Government of Mongolia
on the Readmission of Persons Residing Without Authorisation (Readmission Agreement)

A. PERSONAL DETAILS

- 1. Full name (underline surname):
.....
- 2. Name at birth:
.....
- 3. Date and place of birth:
.....



- 4. Sex and physical description (height, colour of eyes, distinguishing marks etc.):
.....
- 5. Aliases (earlier names, other names used/by which known):
.....
- 6. Nationality and language:
.....
- 7. Civil status: married single divorced widowed
If married, name of spouse:
- Names and age of children (if any):
.....
.....
.....
.....
- 8. Last address in the Requesting Party:
.....

B. PERSONAL DETAILS OF SPOUSE (IF APPROPRIATE)

- 1. Full name (underline surname):
.....
- 2. Name at birth:
.....
- 3. Date and place of birth:
.....
- 4. Sex and physical description (height, colour of eyes, distinguishing marks etc.):
.....
- 5. Aliases (earlier names, other names used/by which known):
.....
- 6. Nationality and language:
.....

C. PERSONAL DETAILS OF CHILDREN (IF APPROPRIATE)

- 1. Full name (underline surname):
.....
- 2. Date and place of birth:
.....
- 3. Sex and physical description (height, colour of eyes, distinguishing marks etc.):
.....

4. Nationality and language:

.....

D. SPECIAL CIRCUMSTANCES RELATING TO THE PERSON TO BE TRANSFERRED

1. State of health

(e.g. possible reference to special medical care; Latin name of contagious disease):

.....

2. Indication of particularly dangerous person

(e.g. suspected of a serious offence; aggressive behaviour):

.....

E. SUPPORTING EVIDENCE ATTACHED

1.
(Passport No.)	(Date and place of issue)
.....
(Issuing authority)	(Expiry date)
2.
(Identity card No.)	(Date and place of issue)
.....
(Issuing authority)	(Expiry date)
3.
(Driver's license No.)	(Date and place of issue)
.....
(Issuing authority)	(Expiry date)
4.
(Other official document No.)	(Date and place of issue)
.....
(Issuing authority)	(Expiry date)

F. IMPLEMENTATION OF THE INTERVIEW ACCORDING TO ARTICLE 2 PARAGRAPH 6

- Request for an interview to establish nationality, as none of the documents listed in Annex 2 or 3 to the Readmission Agreement can be enclosed.
- Request for an interview to establish nationality, as the accuracy of the documents enclosed is in doubt.
- Request for the issuance of a travel document / emergency travel document in case the nationality was established.

G. OBSERVATIONS

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(Signature) (Seal/Stamp)

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.....

.....
.....
(Designation of the requesting authority)

.....

(Place and date)