



TREATY SERIES 2011
N° 23

**Agreement between the Government of Ireland and the
Government of the Principality of Liechtenstein for the
Exchange of Information relating to Tax Matters**

Done at Dublin on 13 October 2009

Notifications of the completion of the procedures necessary for the entry into force of
the Agreement exchanged on 21 April 2010
and 31 May 2010

Entered into force on 30 June 2010

Presented to Dáil Éireann by the Minister for Foreign Affairs

AGREEMENT BETWEEN THE GOVERNMENT OF IRELAND AND THE GOVERNMENT OF THE PRINCIPALITY OF LIECHTENSTEIN FOR THE EXCHANGE OF INFORMATION RELATING TO TAX MATTERS

Preamble

Whereas the Government of Ireland and the Government of the Principality of Liechtenstein, hereinafter referred to as “the Contracting Parties”, recognise that the well-developed economic ties between the Contracting Parties call for further cooperation;

Whereas the Contracting Parties wish to develop their relationship further by cooperating to their mutual benefits in the field of taxation;

Whereas the Contracting Parties wish to strengthen the ability of both Contracting Parties to enforce their respective tax laws; and

Whereas the Contracting Parties wish to establish the terms and conditions governing the exchange of information on tax matters –

Now, therefore, the Contracting Parties have agreed as follows:

Article 1

Object and Scope of the Agreement

The competent authorities of the Contracting Parties shall provide assistance through exchange of information that is foreseeably relevant to the administration and enforcement of the domestic laws of the Contracting Parties concerning taxes covered by this Agreement, including information that is foreseeably relevant to the determination, assessment and collection of such taxes with respect to persons subject to such taxes, or the investigation in or prosecution of criminal tax matters in relation to such persons. Information shall be exchanged in accordance with the provisions of this Agreement and shall be treated as confidential in the manner provided in Article 8. The rights and safeguards secured to persons by the laws or administrative practice of the requested Party remain applicable to the extent that they do not unduly prevent or delay effective exchange of information.

Article 2

Jurisdiction

A requested Party is not obligated to provide information which is neither held by its authorities nor in the possession or control of persons who are within its territorial jurisdiction.

Article 3

Taxes Covered

1. The taxes which are the subject of this Agreement are:

(a) in Ireland:

- (aa) the income tax;
- (bb) the income levy;
- (cc) the corporation tax;
- (dd) the capital gains tax;
- (ee) the capital acquisitions tax; and
- (ff) the value added tax.

(b) in the Principality of Liechtenstein

- (aa) the personal income tax (Erwerbssteuer);
- (bb) the corporate income tax (Ertragssteuer);
- (cc) the corporation taxes (Gesellschaftssteuern);
- (dd) the real estate capital gains tax (Grundstücksgewinnsteuer);
- (ee) the wealth tax (Vermögenssteuer);
- (ff) the coupon tax (Couponsteuer);
- (gg) the estate, inheritance and gift taxes (Nachlass-, Erbanfalls- und Schenkungssteuern); and
- (hh) the value added tax (Mehrwertsteuer).

2. This Agreement shall apply also to any identical or substantially similar taxes that are imposed after the date of signature of this Agreement in addition to, or in place of, the existing taxes if the competent authorities of the Contracting Parties so agree. The competent authorities of the Contracting Parties shall notify each other of any substantial changes to the taxes covered by this Agreement and the related information gathering measures.

Article 4 *Definitions*

1. For the purposes of this Agreement, unless otherwise defined,
 - (a) the term “Ireland” means Ireland and includes any area outside the territorial waters of Ireland which has been or may hereafter be designated under the laws of Ireland concerning the Exclusive Economic Zone and the Continental Shelf, as an area within which Ireland may exercise such sovereign rights and jurisdiction as are in conformity with international law;
 - (b) the term “Principality of Liechtenstein” means, when used in a geographical sense, the area of the sovereign territory of the Principality of Liechtenstein;

- (c) the term “competent authority” means:
 - (aa) in the case of Ireland the Revenue Commissioners or their authorised representative;
 - (bb) in the case of the Principality of Liechtenstein, the Government of the Principality of Liechtenstein or its authorised representative;
- (d) the term “person” includes an individual, a company, any other body of persons and a dormant inheritance;
- (e) the term “company” means any body corporate, as well as entities and special asset endowments that are treated as a body corporate for tax purposes;
- (f) the term “publicly traded company” means any company whose principal class of shares is listed on a recognised stock exchange, provided its listed shares can be readily purchased or sold by the public. Shares can be purchased or sold “by the public” if the purchase or sale of shares is not implicitly or explicitly restricted to a limited group of investors;
- (g) the term “principal class of shares” means the class or classes of shares representing a majority of the voting power or of the statutory capital of the company;
- (h) the term “recognised stock exchange” means any stock exchange agreed upon by the competent authorities of the Contracting Parties;
- (i) the term “collective investment fund or scheme” means any pooled investment vehicle, irrespective of legal form. The term “public collective investment fund or scheme” means any collective investment fund or scheme provided the units, shares or other interests in the fund or scheme can be readily purchased, sold or redeemed by the public. Units, shares or other interests in the fund or scheme can be readily purchased, sold or redeemed “by the public” if the purchase, sale or redemption is not implicitly or explicitly restricted to a limited group of investors;
- (j) the term “tax” means any tax to which this Agreement applies;
- (k) the term “applicant Party” means the Contracting Party requesting information;
- (l) the term “requested Party” means the Contracting Party requested to provide information;
- (m) the term “information gathering measures” means administrative or judicial procedures that enable a Contracting Party to obtain and provide the requested information;
- (n) the term “information” means any fact, statement or record in any form whatever;

- (o) the term “tax matters” means all tax matters, including criminal tax matters;
- (p) the term “criminal tax matters” means tax matters involving intentional conduct which is liable to prosecution under the criminal laws of the applicant Party;
- (q) the term “criminal laws” means all criminal tax laws designated as such under domestic law irrespective of whether contained in the tax laws, the criminal code or other statutes;
- (r) the term “national” means:
 - (aa) with regard to Liechtenstein any individual possessing “Landesbürgerrechte” according to the “Bürgerrechtsgesetz” (LGBL. 1960, No. 23) and any person other than an individual deriving its status as such from the laws in force in Liechtenstein;
 - (bb) with regard to Ireland, any individual possessing citizenship of Ireland and any person other than an individual deriving its status as such from the laws in force in Ireland;

2. As regards the application of this Agreement at any time by a Contracting Party, any term not defined in this Agreement, unless the context otherwise requires or the competent authorities agree to a common meaning pursuant to the provisions of Article 10 of this Agreement, shall have the meaning that it has at that time under the laws of that Contracting Party, any meaning under the applicable tax laws of that Contracting Party prevailing over a meaning given to the term under other laws of that Contracting Party.

Article 5

Exchange of Information Upon Request

1. The competent authority of the requested Party shall provide upon request of the applicant Party information for the purposes referred to in Article 1. Such information shall be exchanged without regard to whether the requested Party needs such information for its own tax purposes or whether the conduct being investigated would constitute a crime under the laws of the requested Party if such conduct occurred in the requested Party. The competent authority of the applicant Party shall only make a request for information pursuant to this Article when it is unable to obtain the requested information by other means available in its own territory, except where recourse to such means would give rise to disproportionate difficulty.

2. If the information in the possession of the competent authority of the requested Party is not sufficient to enable it to comply with the request for information, that Party shall use all relevant information gathering measures to provide the applicant Party with the information requested, notwithstanding that the requested Party may not, at that time, need such information for its own tax purposes.

3. If specifically requested by the competent authority of an applicant Party, the competent authority of the requested Party shall provide information under this Article, to the extent allowable under its domestic laws, in the form of depositions of witnesses and authenticated copies of original records.

4. Each Contracting Party shall ensure that its competent authorities, in accordance with the terms of this Agreement have the authority to obtain and provide upon request:

- (a) information held by banks, other financial institutions, and any person acting in an agency or fiduciary capacity including nominees and trustees;
- (b) information regarding the ownership of companies, partnerships and other persons, including,
 - (aa) in the case of investment funds or schemes information on the units, shares or other interests in the fund or scheme;
 - (bb) in the case of trusts, information on settlors, trustees and beneficiaries; and in the case of foundations, information on founders, members of the foundation council and beneficiaries;

5. Any request for information shall be formulated with the greatest detail possible and shall in all cases specify in writing:

- (a) the identity of the person under examination or investigation;
- (b) the taxable period for which the information is sought;
- (c) a statement of the information sought including its nature and the form in which the applicant Party wishes to receive the information from the requested Party;
- (d) the matter under the applicant Party's tax law with respect to which the information is sought;
- (e) grounds for believing that the information requested is foreseeably relevant to the administration and enforcement of the domestic tax laws of the applicant Party with regard to the person specified in subparagraph a;
- (f) grounds for believing that the information requested is held in the requested Party or is in the possession or control of a person within the jurisdiction of the requested Party;
- (g) to the extent known, the name and address of any person believed to be in possession of the requested information;
- (h) a statement that the request is in conformity with the law and administrative practices of the applicant Party, that if the requested information was within the jurisdiction of the applicant Party then the competent authority of the applicant Party would be able to obtain the information under the laws or in the normal course of administrative practice of the applicant Party and that it is in conformity with this Agreement; and
- (i) a statement that the applicant Party has pursued all means available in its own territory to obtain the information, except those that would give rise to disproportionate difficulties.

6. The competent authority of the requested Party shall acknowledge receipt of the request to the competent authority of the applicant Party and shall use its best endeavours within its means to forward the requested information to the applicant Party with the least reasonable delay.

Article 6 *Tax Examinations Abroad*

1. By reasonable notice given in advance, the applicant Party may request that the requested Party allows representatives of the competent authority of the applicant Party to enter the territory of the requested Party, to the extent permitted under its laws, to interview individuals and examine records with the prior written consent of the individuals or other persons concerned. The competent authority of the requested Party shall notify the competent authority of the applicant Party of the time and place of the meeting with the individuals concerned.

2. At the request of the competent authority of the applicant Party, the competent authority of the requested Party may allow representatives of the competent authority of the applicant Party to be present at the appropriate part of a tax examination in the requested Party.

3. If the request referred to in paragraph 2 is acceded to, the competent authority of the requested Party conducting the examination shall, as soon as possible, notify the competent authority of the applicant Party about the time and place of the examination, the authority or official designated to carry out the examination and the procedures and conditions required by the requested Party for the conduct of the examination. All decisions with respect to the conduct of the tax examination shall be made by the requested Party conducting the examination.

Article 7 *Possibility of Declining a Request*

1. The competent authority of the requested Party may decline a request of the applicant Party, where

- (a) the request is not made in conformity with this Agreement and, in particular, where the requirements of Article 5 are not met; or
- (b) the disclosure of the information requested would be contrary to the public policy (ordre public) of the requested Party.

2. This Agreement shall not impose upon a requested Party any obligation

- (a) to provide information subject to legal privilege, or any trade, business, industrial, commercial or professional secret or trade process, provided that information of the type described in Article 5 paragraph 4 shall not by reason of that fact alone be treated as such a secret or trade process; or
- (b) to carry out administrative measures at variance with its laws and administrative practices, provided that nothing in this subparagraph shall affect the obligations of a Contracting Party under Article 5 paragraph 4 of this Agreement.

3. A request for information shall not be refused on the ground that the tax claim giving rise to the request is disputed.

4. The requested Party shall not be required to obtain and provide information which the applicant Party would be unable to obtain under its own laws or in the normal course of administrative practice in response to a valid request made in similar circumstances from the requested Party under this Agreement.

5. The requested Party may decline a request for information if the information is requested by the applicant Party to administer or enforce a provision of the tax law of the applicant Party, or any requirement connected therewith, which discriminates against a national of the requested Party as compared with a national of the applicant Party in the same circumstances.

Article 8 *Confidentiality*

1. All information provided and received by the competent authorities of the Contracting Parties shall be kept confidential.

2. This information may be disclosed only to persons or authorities (including courts and administrative bodies) of the Contracting Parties concerned with the purposes specified in Article 1, and used by such persons or authorities only for such purposes. For these purposes information may be used in public court proceedings or in judicial decisions.

3. Such information may not be used for any purpose other than for the purposes stated in Article 1 without the expressed written consent of the competent authority of the requested Party.

4. Information received under this Agreement must not be disclosed to any other State or sovereign territory not party to this Agreement.

5. Information received by the requested Party in conjunction with a request for assistance under this Agreement shall likewise be treated as confidential in the requested Party.

Article 9 *Costs*

Unless the competent authorities of the Contracting Parties otherwise agree, indirect costs incurred in providing assistance shall be borne by the requested Party, and direct costs incurred in providing assistance (including costs of engaging external advisors in connection with litigation or otherwise necessary to comply with the request) shall be borne by the requesting Party. The respective competent authorities shall consult from time to time with regard to this Article, and in particular the competent authority of the requested Party shall consult with the competent authority of the requesting Party in advance if the costs of providing information with respect to a specific request are expected to be significant.

Article 10
Mutual Agreement Procedure

1. Where difficulties or doubts arise between the Contracting Parties regarding the implementation or interpretation of this Agreement, the competent authorities shall endeavour to resolve the matter by mutual agreement.
2. In addition to the agreements referred to in paragraph 1, the competent authorities of the Contracting Parties may mutually agree on the procedures to be used under this agreement.
3. The competent authorities of the Contracting Parties may communicate with each other directly for purposes of reaching agreement under this Article.
4. The Contracting Parties may also agree on other forms of dispute resolution.

Article 11
Protocol

The attached Protocol shall be an integral part of this Agreement.

Article 12
Implementation Legislation

The Contracting Parties shall, on entry into force of this Agreement, have any legislation necessary to comply with, and give effect to, the terms of this Agreement.

Article 13
Entry Into Force

1. Each Contracting Party shall notify the other in writing of the completion of the procedures required by its law for the entry into force of this Agreement. This Agreement shall enter into force on the thirtieth day after the date of the later of such notifications.
2. Upon entry into force, this Agreement shall have effect for all requests made with respect of taxable periods beginning on or after the first day of January 2010.

Article 14
Termination

1. This Agreement shall remain in force until terminated. Either Contracting Party may terminate this Agreement by serving a notice of termination by letter to the competent authority of the other Contracting Party.
2. Such termination shall become effective on the first day of the month following the expiration of a period of three months after the date of receipt of notice of termination by the other Contracting Party.
3. After termination of this Agreement, both Contracting Parties shall remain bound by the provisions of Article 8 with respect to any information provided and received under this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

DONE at Dublin, this 13th day of October 2009, in duplicate, in the English and German languages, each text being equally authentic.

**FOR THE GOVERNMENT
OF IRELAND**

Brian Lenihan

**FOR THE GOVERNMENT
OF THE PRINCIPALITY
OF LIECHTENSTEIN**

Klaus Tschüscher

PROTOCOL

TO THE AGREEMENT BETWEEN THE GOVERNMENT OF IRELAND AND THE GOVERNMENT OF THE PRINCIPALITY OF LIECHTENSTEIN ON THE EXCHANGE OF INFORMATION ON TAX MATTERS

On the occasion of the signing of the Agreement between the Government of Ireland and the Government of the Principality of Liechtenstein (the “Contracting Parties”) on the exchange of information on tax matters, the Contracting Parties have agreed upon the following provisions, which are an integral part of this Agreement:

1. With respect to Article 5 paragraph 1, it is understood that the taxpayer, unless subject to an investigation involving criminal tax matters, shall be informed about the intention to make a request for information. This requirement shall not apply if it would jeopardise the purpose of the investigation.
2. With respect to Article 5 paragraph 5 subparagraph a, it is understood that it is not necessary to provide the name of the taxpayer in order to define its identity, if this identity can be determined from equivalent elements.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Protocol.

DONE at Dublin, this 13th day of October 2009, in duplicate, in the English and German languages, each text being equally authentic.

**FOR THE GOVERNMENT
OF IRELAND**

Brian Lenihan

**FOR THE GOVERNMENT
OF THE PRINCIPALITY
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