

MULTILATERAL COMPETENT AUTHORITY AGREEMENT ON THE EXCHANGE OF GLOBE INFORMATION

Whereas, the Jurisdictions of the signatories to the Multilateral Competent Authority Agreement on the Exchange of GloBE Information (the “Agreement”) are Parties to, or territories covered by, the Convention on Mutual Administrative Assistance in Tax Matters or the Convention on Mutual Administrative Assistance in Tax Matters as amended by the Protocol amending the Convention on Mutual Administrative Assistance in Tax Matters (collectively the “Convention”, individually the “original Convention” or the “amended Convention”, respectively);

Whereas, the Global anti-Base Erosion (GloBE) Rules were developed by the OECD/G20 Inclusive Framework on Base Erosion and Profit Shifting (Inclusive Framework) to ensure that certain large MNE Groups pay a minimum level of tax on the income arising in each jurisdiction where they operate;

Whereas, the Qualified Domestic Minimum Top-up Taxes (QDMTTs) also contribute to achieving the same objective;

Whereas, the GloBE Rules require each Constituent Entity located in an Implementing Jurisdiction to file a GloBE Information Return with the tax administration of such Implementing Jurisdiction to support the administration of the GloBE Rules;

Whereas, the GloBE Information Return consists of two parts, namely a General Section that provides general information about the MNE Group as a whole, including its corporate structure and a high-level summary of GloBE information, as well as one or more Jurisdictional Sections reflecting the detailed application of the GloBE Rules and the QDMTT, where applicable, in respect of each jurisdiction where the MNE Group operates;

Whereas, the Dissemination Approach determining the sections of the GloBE Information Return to be provided to each Implementing Jurisdiction and QDMTT-only Jurisdiction where the MNE Group is operating is multilaterally agreed and depends on the MNE Group’s structure and the rule order under the GloBE Rules;

Whereas, it is expected that the laws of the Jurisdictions would be amended from time to time to reflect updates to the GloBE Rules and that once such changes are enacted by a Jurisdiction the definition of GloBE Rules for the purposes of this Agreement would be deemed to refer to the updated version in respect of that Jurisdiction;

Whereas, the GloBE Rules discharge a Constituent Entity from the requirement to file a GloBE Information Return with the tax administration of the Implementing Jurisdiction where it is located if the return is filed by the filing deadline by the Ultimate Parent Entity or Designated Filing Entity located in a jurisdiction that has a Qualifying Competent Authority Agreement with such Implementing Jurisdiction;

Whereas, pursuant to the Qualifying Competent Authority Agreement, the competent authority of an Implementing Jurisdiction or a QDMTT-only Jurisdiction is expected to receive the relevant sections of the GloBE Information Return on an automatic basis from the competent authority of the jurisdiction where the Ultimate Parent Entity or Designated Filing Entity is located, in accordance with the Dissemination Approach;

Whereas, Chapter III of the Convention authorises the exchange of information for tax purposes, including the exchange of information on an automatic basis, and allows the competent authorities of the jurisdictions to agree on the scope and modalities of such automatic exchanges;

Whereas, Article 6 of the Convention provides that two or more Parties can mutually agree to exchange information automatically, albeit that the actual exchange of the information will take place on a bilateral basis between the competent authorities;

Whereas, in order to facilitate the streamlined and efficient implementation of the GloBE Rules, the Competent Authorities intend to rely on this Agreement for the automatic exchange of information included within GloBE Information Returns with Implementing Jurisdictions and QDMTT-only Jurisdictions;

Whereas, this Agreement is a Qualifying Competent Authority Agreement, as defined in the GloBE Rules;

Whereas, the Jurisdictions that intend to send information under this Agreement have or are expected to have in place by the time the first exchange of information included within a GloBE Information Return takes place the legal and operational framework to allow for domestic filings of GloBE Information Returns and to permit international exchanges of information included within such GloBE Information Returns (including established processes for ensuring timely, accurate, secure and confidential information exchanges, effective and reliable communications, and capabilities to promptly resolve questions and concerns about exchanges or requests for exchanges and to administer the provisions of this Agreement);

Whereas the Implementing Jurisdictions or QDMTT-only Jurisdictions that intend to receive information under this Agreement have or are expected to have in place by the time the first exchange of information included within a GloBE Information Return takes place, appropriate safeguards to ensure that the information received pursuant to this Agreement remains confidential and is used solely for the purposes set out in the Convention;

Whereas, the Competent Authorities of the Jurisdictions intend to conclude this Agreement, without prejudice to national legislative procedures (if any), and subject to the confidentiality, data safeguards and other protections provided for in the Convention, including the provisions limiting the use of the information exchanged thereunder;

Whereas, recognising the benefits of a centralised filing approach with subsequent exchange of information included within a GloBE Information Return between Competent Authorities, which can promote streamlined compliance and can reduce burdens on MNE Groups and tax administrations, the Competent Authorities of the Jurisdictions will work towards putting in place exchange relationships between signatories of this Agreement, wherever feasible;

Whereas this Agreement further facilitates the exchange of information included within a GloBE Information Return pursuant to the Dissemination Approach with QDMTT-only Jurisdictions;

Now, therefore, the Competent Authorities have agreed as follows:

SECTION 1

Definitions

1. For the purposes of this Agreement, the following terms have the following meanings:
 - a. the term “**Jurisdiction**” means a country or a territory in respect of which the Convention is in force or in effect under the original or amended Convention, respectively, either through signature and ratification in accordance with Article 28, or through territorial extension in accordance with Article 29, and which is a signatory to this Agreement;
 - b. the term “**Competent Authority**” means, for each respective Jurisdiction, the persons and authorities listed in Annex B of the Convention;
 - c. the term “**GloBE Information Return**” means the information return filed by an Ultimate Parent Entity, Designated Filing Entity, Designated Local Entity or Constituent Entity in accordance with the domestic law, rules and/or procedures of the jurisdiction where such

- entity is located, such return reflecting the format and content of the standardised GloBE Information Return as approved by the OECD/G20 Inclusive Framework on BEPS;
- d. the term “**General Section**” means the section of the GloBE Information Return that contains general information on the MNE Group as a whole, including its corporate structure and a high-level summary of GloBE information, such section being consistent with Section 1 of the GloBE Information Return as approved by the OECD/G20 Inclusive Framework on BEPS;
 - e. the term “**Jurisdictional Sections**” means the sections of the GloBE Information Return that contain information on the detailed application of the GloBE Rules and the QDMTT in respect of each jurisdiction where the MNE Group is operating, such sections being consistent with Sections 2 and 3 of the GloBE Information Return as approved by the OECD/G20 Inclusive Framework on BEPS;
 - f. the term “**Dissemination Approach**” means the approach approved by the OECD/G20 Inclusive Framework on BEPS to determine in which circumstances and to which extent a General Section or one or more Jurisdictional Sections of the GloBE Information Return are relevant for the administration of domestic taxes of the jurisdiction and pursuant to which:
 - i. the General Section is to be provided to Implementing Jurisdictions where the Ultimate Parent Entity or Constituent Entities of the MNE Group are located;
 - ii. the General Section, with the exception of the high-level summary of GloBE information in Section 1.4 of the GloBE Information Return, is to be provided to QDMTT-only Jurisdictions a) where Constituent Entities of the MNE Group are located; b) where a Joint Venture or a member of a JV Group of the MNE Group is located if the QDMTT is imposed in respect of Joint Ventures in the jurisdiction; or c) in situations where the QDMTT is imposed in the jurisdiction in respect of a Stateless Constituent Entity or a Stateless Joint Venture of the MNE Group;
 - iii. one or more Jurisdictional Section(s) are to be provided to the jurisdiction(s) that have taxing rights under the GloBE Rules or the QDMTT in respect of the jurisdiction(s) to which such Jurisdictional Section(s) relate. Notwithstanding the foregoing, a) UTPR Jurisdictions with a UTPR Percentage of zero are only to be provided with the portion of the GloBE Information Return that contains information on the attribution of Top-up Tax under the UTPR in respect of that jurisdiction, such information being consistent with an excerpt of Section 3.4.3 of the GloBE Information Return; and b) the Implementing Jurisdiction in which the Ultimate Parent Entity is located is provided with all Jurisdictional Sections;
 - g. the term “**Implementing Jurisdiction**” means a jurisdiction that has implemented either the IIR, the UTPR or both;
 - h. the term “**GloBE Rules**” means the GloBE Model Rules, the Commentary to the GloBE Model Rules, and any Agreed Administrative Guidance as developed by the OECD/G20 Inclusive Framework on BEPS, (including the GloBE Information Return, the Dissemination Approach and any other guidance, conditions, or requirements agreed as part of the GloBE Implementation Framework);
 - i. the term “**Co-ordinating Body**” means the co-ordinating body of the Convention that, pursuant to paragraph 3 of Article 24 of the Convention, is composed of representatives of the competent authorities of the Parties to the Convention;
 - j. the term “**Co-ordinating Body Secretariat**” means the OECD Secretariat that provides support to the Co-ordinating Body;
 - k. the term “**Agreement in effect**” means, in respect of any two Competent Authorities, that both Competent Authorities have signed this Agreement and the first Competent Authority has provided notification to the Co-ordinating Body Secretariat under subparagraph 1(a) of Section 8, including listing the other Competent Authority’s Jurisdiction, and the other Competent Authority has provided notification to the Co-ordinating Body Secretariat under

subparagraph 1(b) of Section 8, including listing the first Competent Authority's Jurisdiction; and

- I. The term **“QDMTT-only Jurisdiction”** means a jurisdiction that has only implemented a Qualified Domestic Minimum Top-up Tax (QDMTT).

2. Any capitalised term not otherwise defined in this Agreement will have the meaning it has at that time under the law of the Jurisdiction applying this Agreement, such meaning being consistent with the meaning set forth in the GloBE Rules. Any term not otherwise defined in this Agreement or in the GloBE Rules will, unless the context otherwise requires or the Competent Authorities agree to a common meaning (as permitted by domestic law), have the meaning that it has at that time under the law of the Jurisdiction applying this Agreement, any meaning under the applicable tax laws of that Jurisdiction prevailing over a meaning given to the term under other laws of that Jurisdiction.

SECTION 2

Exchange of Information Included Within GloBE Information Returns

Pursuant to the provisions of Article 6 of the Convention and based on the designations of the Ultimate Parent Entity or Designated Filing Entity, each Competent Authority will exchange on an automatic basis with all other Competent Authorities of Jurisdictions with which it has an active exchange relationship pursuant to paragraph 2 of Section 8 the information included within the GloBE Information Return of the MNE Group received from a Ultimate Parent Entity or Designated Filing Entity located in its Jurisdiction that is relevant for such Jurisdictions pursuant to the Dissemination Approach.

SECTION 3

Time and Manner of Exchange of Information

1. With respect to Section 2, information included within a GloBE Information Return is to be exchanged no later than three months after the filing deadline in the sending Jurisdiction for the Reporting Fiscal Year to which the information relates.
2. Notwithstanding paragraph 1, information included within a GloBE Information Return is to be exchanged, with respect to the first Reporting Fiscal Year indicated by the Competent Authority in the notification pursuant to subparagraph 1a) of Section 8, no later than six months after the filing deadline in the sending Jurisdiction for that Reporting Fiscal Year.
3. Notwithstanding paragraph 1, Competent Authorities will exchange information included within a GloBE Information Return received after the filing deadline in the sending Jurisdiction within three months following the date on which it is received.
4. The Competent Authorities will automatically exchange the information included within GloBE Information Returns through a common schema in Extensible Markup Language.
5. The Competent Authorities will transmit the information through the OECD Common Transmission System and in compliance with the related encryption and file preparation standards.

SECTION 4

Collaboration on Corrections, Compliance and Enforcement

1. A Competent Authority may notify another Competent Authority when the first-mentioned Competent Authority has reason to believe, with respect to an Ultimate Parent Entity or Designated Filing Entity that is located in the Jurisdiction of the other Competent Authority, that information included within

a GloBE Information Return requires corrections. In case the notified Competent Authority agrees that information included within a GloBE Information Return requires corrections, it will, without undue delay, take appropriate measures to obtain such corrected information from the concerned Ultimate Parent Entity or Designated Filing Entity and will exchange the corrected information, without undue delay, with all Competent Authorities for which such information is subject to exchange pursuant to Section 2.

2. A Competent Authority may notify another Competent Authority when the first-mentioned Competent Authority received a notification from one or more Constituent Entities located in its Jurisdiction that the GloBE Information Return for such Constituent Entities is filed by the Ultimate Parent Entity or Designated Filing Entity located in the Jurisdiction of the other Competent Authority, but the information included within the GloBE Information Return relevant to the Jurisdiction of the first-mentioned Competent Authority pursuant to the Dissemination Approach was not exchanged by the deadline specified in paragraph 1 or 2 of Section 3. The other Competent Authority will promptly determine the reason for not exchanging such information and will inform the first-mentioned Competent Authority of such reason within one month of the receipt of the notification, including the expected exchange date for the information included within the GloBE Information Return, where relevant.

SECTION 5

Confidentiality and Data Safeguards

1. All information exchanged is subject to the confidentiality rules and other safeguards provided for in the Convention, including the provisions limiting the use of the information exchanged.

2. A Competent Authority will notify the Co-ordinating Body Secretariat immediately of any breach of confidentiality or failure of safeguards and any sanctions and remedial actions consequently imposed. The Co-ordinating Body Secretariat will notify all other Competent Authorities with respect to which this is an Agreement in effect with the first-mentioned Competent Authority.

SECTION 6

Consultations

1. If any difficulties in the implementation or interpretation of this Agreement arise, a Competent Authority may request consultations with one or more Competent Authorities to develop appropriate measures to ensure that this Agreement is fulfilled. To the extent permitted by applicable law, any Competent Authority may, and if it so wishes through the Co-ordinating Body Secretariat, involve other Competent Authorities that have this Agreement in effect with a view to finding an acceptable resolution to the issue.

2. The Competent Authority that requested the consultations pursuant to paragraph 1 shall ensure, as appropriate, that the Co-ordinating Body Secretariat is notified of any conclusions that were reached and measures that were developed, including the absence of such conclusions or measures, and the Co-ordinating Body Secretariat will notify all Competent Authorities with respect to which this is an Agreement in effect with the first mentioned Competent Authority, even those that did not participate in the consultations, of any such conclusions or measures. Taxpayer-specific information, including information that would reveal the identity of the taxpayer involved, is not to be furnished.

3. Information included within a GloBE Information Return provided by a Competent Authority to another Competent Authority under this Agreement may be discussed by the latter with a third Competent Authority provided the third Competent Authority has been provided with the same information by the first-mentioned Competent Authority under this Agreement.

SECTION 7

Amendments

This Agreement may be amended by consensus by written agreement of all of the Competent Authorities that have this Agreement in effect. Unless otherwise agreed upon, such an amendment is effective on the first day of the month following the expiration of a period of one month after the date of the last signature of such written agreement.

SECTION 8

General Terms

1. A Competent Authority must provide, at the time of signature of this Agreement or as soon as possible thereafter, a notification to the Co-ordinating Body Secretariat:

- a. specifying whether it intends to send the information pursuant to this Agreement and, if so:
 - i. confirming that its Jurisdiction has the legal and operational framework in place to allow for domestic filings of GloBE Information Returns and international exchanges of information included within such GloBE Information Returns with respect to Reporting Fiscal Years commencing on or after the date set out in the notification or specifying any period of provisional application of this Agreement due to pending national legislative procedures (if any); and
 - ii. including a list of the Jurisdictions of the Competent Authorities to which it wishes to send such information; and
- b. specifying whether it wishes to receive information pursuant to this Agreement, and if so,
 - i. indicating whether its Jurisdiction has implemented an IIR, UTPR or QDMTT;
 - ii. confirming that it has in place adequate measures to ensure that the required confidentiality and data safeguards are met; and
 - iii. including a list of the Jurisdictions of the Competent Authorities from which it wishes to receive such information.

Competent Authorities must notify the Co-ordinating Body Secretariat, promptly, of any subsequent change to be made to any of the above-mentioned contents of the notification.

2. For purposes of Section 2, there is an active exchange relationship pursuant to this Agreement, as of the date on which (i) the sending Competent Authority has provided a notification to the Co-ordinating Body Secretariat under subparagraph 1a) of this Section, including listing the receiving Competent Authority's Jurisdiction and (ii) the receiving Competent Authority has provided a notification to the Co-ordinating Body Secretariat under subparagraph 1b) of this Section, including listing the sending Competent Authority's Jurisdiction.

3. The Co-ordinating Body Secretariat will maintain a list that will be published on the OECD website of the Competent Authorities that have signed this Agreement and between which Competent Authorities there is an active exchange relationship pursuant to paragraph 2 of this Section.

4. The Co-ordinating Body Secretariat will make available the information provided pursuant to subparagraphs 1a) and b) to other signatories through appropriate means.

5. A Competent Authority may deactivate an exchange relationship under this Agreement by giving notice of deactivation in writing to the Co-ordinating Body Secretariat. The Co-ordinating Body Secretariat will promptly notify the other Competent Authority of such notice. The deactivation will have effect for Reporting Fiscal Years commencing after such notice. Notwithstanding the above, the deactivation will have immediate effect in case it is due to a breach of confidentiality or failure of safeguards.

6. A Competent Authority may terminate its participation in this Agreement, by giving notice of termination in writing to the Co-ordinating Body Secretariat. Unless specified otherwise by the Competent Authority, such termination will become effective on the first day of the month following the expiration of a period of 30 months after the date of the notice of termination. In the event of termination, all information previously received under this Agreement will remain confidential and subject to the terms of the Convention.

SECTION 9

Co-ordinating Body Secretariat

Unless otherwise provided for in this Agreement, the Co-ordinating Body Secretariat will notify all Competent Authorities of any notifications that it has received under this Agreement and will provide a notice to all signatories of this Agreement when a new Competent Authority signs this Agreement.

Done in English and French, both texts being equally authentic.

	Unterzeichner	serialNumber=734173660,CN=Bundeskanzleramt,C=AT
	Datum/Zeit	2026-01-29T11:23:14+01:00
	Prüfinformation	Informationen zur Prüfung des elektronischen Siegels bzw. der elektronischen Signatur finden Sie unter: https://www.signaturpruefung.gv.at Informationen zur Prüfung des Ausdrucks finden Sie unter: https://www.bundeskanzleramt.gv.at/verifizierung
	Hinweis	Dieses Dokument wurde amtssigniert.